

Specific Terms and Conditions **Services provided to Archive Vendors**

1. Purpose

For the purposes herein, all capitalized terms shall have the meanings ascribed in the General Terms and Conditions.

The purpose of these specific conditions (hereinafter referred to as the « **Archive Vendor Specific Conditions** ») is to specify the terms and conditions of use of the services provided by ARCHIVE VALLEY to Archive Vendors (hereinafter referred to as the « **Archive Vendor Services** »).

They can be accessed and printed at any moment from a direct link on the Website's homepage.

Where necessary, these Archive Vendor Specific Conditions supplement the General Terms and Conditions and, in case of any inconsistency, shall prevail over the latter.

2. Access to the Archive Vendor Services

The Archive Vendor Services are intended exclusively for professionals, understood as any person or entity who has a regular remunerated activity in any branch relating to the commercial exploitation of content.

By contracting with ARCHIVE VALLEY, Archive Vendors certify that they act in a professional capacity as the owner or as a duly authorized distributor of the Archive Contents they shall propose for purchasing and/or licensing through the Website.

3. Contracting process

3.1 Invitation request

In order to access the Website and the Archive Vendor Services, Archive Vendors must request an invitation to ARCHIVE VALLEY through the Website, by completing the invitation form, as well as accepting these Archive Vendor Specific Conditions and the General Terms and Conditions, pursuant to the provisions laid down in article 4.

ARCHIVE VALLEY reserves the right to refuse an invitation request if the Archive Vendor does not prove that she/he acts in a professional capacity.

3.2 Registration on the Website

Upon acceptance of their invitation request, ARCHIVE VALLEY shall open an Account in their name, giving them access to their Personal Space, and send them their connection ID and password, so that they may complete their registration, pursuant to the process laid down in the General Terms and Conditions.

To this end, it is their responsibility to complete their Account by providing all required information, including with regard to their identity, their company (where appropriate), their professional activity and the territory they cover.

ARCHIVE VALLEY reserves the right to request to Archive Vendors any additional information and documents for purposes of verifying their identity. Archive Vendors expressly acknowledge and accept that, in case their identity cannot be verified, ARCHIVE VALLEY may suspend the Archive Vendor Services.

3.3 Free trial

The Archive Vendor Services can be tested free-of-charge, on a trial basis, for a limited period of time from their registration on the Website. ARCHIVE VALLEY will inform Archive Vendors of the end date of their free trial period by any written means (including email), at least one (1) month before said end date.

3.4 Selection of an offer

Once the free trial period is over, Archive Vendors may continue to receive Email Notifications, as provided in article 5.1.

In order to use the other Archive Vendor Services, they must select, at their own choice, one of the following service offers (hereinafter referred to as the “**Offers**”):

- (i) They may purchase a yearly subscription with a fixed annual fee (hereinafter referred to as the "**Subscription Offer**").
- (ii) They may purchase a yearly subscription with a flat annual access fee and a fee for each Purchase they make through the Website (hereinafter referred to the « **Commission Offer** »).

Both Offers begin on the day of their sign-up, subject to payment of the annual fixed or access fee, as set forth in article 5, for an initial period of one year. It is then automatically renewed for successive periods of the same duration, from date to date, unless notice of termination is given by either ARCHIVE VALLEY or the Archive Vendors, at the latest one month before the term of the current period.

Archive Vendors indicate to ARCHIVE VALLEY the Offer they select through any written means, including email. Upon reception, ARCHIVE VALLEY provides to the Archive Vendors an order form which indicates the Offer they have selected and the applicable fees (hereinafter referred to as the « **Order Form** »).

Archive Vendors send back to ARCHIVE VALLEY, by any written means, including by email at the email address mentioned in Article 2 of the General Terms and Conditions, a signed copy of the Order Form.

4. Acceptance of the Archive Vendor Specific Conditions

These Archive Vendor Specific Conditions can be accepted together with the General Terms and Conditions by checking a checkbox in the invitation form. This acceptance can only be full and complete. Any qualified acceptance is considered as null and void. Any Archive Vendor who does not accept to be bound by the Archive Vendor Specific Conditions must not access the Website or use the Archive Vendor Services.

5. Description of the Archive Vendor Services

Archives Vendors have access to the following Archive Vendor Services, in a format and according to the technical means that ARCHIVE VALLEY deems the most appropriate.

5.1 Email Notifications

ARCHIVE VALLEY provides Archive Vendors with an email notification system that enable them to be alerted for all Requests and other message item received through the Messaging Service.

For this purpose, ARCHIVE VALLEY uses the email address associated with the Archive Vendors' Account. It is the Archive Vendors' sole responsibility to ensure that the email address they have provided to ARCHIVE VALLEY is correct and updated in their Account.

5.2 Connecting with Archive Requesters for negotiating Purchases of Archive Contents.

ARCHIVE VALLEY provides to Archive Vendors a set of business networking tools that enable them:

- (i) to publish and update their Profile, as set forth in article 7.1 of the General Terms and Conditions, with the required information;
- (ii) to receive selected Requests from Archive Requesters that are registered on the Website, including professional Archive Researchers, with all the necessary information for Archive Vendors to be able to make informed decision whether to reply or not;
- (iii) either to deny or to accept to discuss with Archive Requesters who have submit Requests for the Purchase of their Archive Content;
- (iv) to publish and/or make available on the Website all relevant Archive Content lists and/or low-resolution formats of all relevant Archive Content, together with pricing estimation based on the rights and usage that may be required by Archive Requesters;
- (v) to conduct discussions and negotiations with Archive Requesters, as well as to send quotes and/or draft agreements for Purchases;
- (vi) to receive acceptance of their quotes and agreements proposals duly signed by the Archive Requester with whom discussions were conducted;
- (vii) to issue invoices in relation with the Purchases they have concluded;
- (viii) to deliver Archive Content in high resolution to the Archive Requester through the Website.

Archive Vendors expressly acknowledge and accept that it is their responsibility to ensure that the Archive Contents have been delivered to Archive Requesters and they they receive payment for the price of their Purchase.

5.3 Storage of Archive Content

In the context of discussions with an Archive Requester with regard to the Purchase of Archive Content, Archive Vendors have the possibility to upload low resolution formats of such Archive Content to ARCHIVE VALLEY's storage solution and make them

available to the relevant Archive Requester, so that he/she may access and view it on the Website.

Archive Vendors expressly acknowledge and accept that it is their responsibility to inform ARCHIVE VALLEY when the discussions have ended and to request that the Archive Content should be removed from the storage solution.

5.4 Embedded links

Archive Vendors may embed url links to Archive Content published on YouTube, Vimeo or any other content sharing websites, so that Archive Requesters may preview the Archive Content, as well as to share links to clip bins hosted on other websites with Archive Requesters.

ARCHIVE VALLEY should not be held responsible for the technical availability or unavailability of such links. In this regard, reference is expressly made on article 18 of the General Terms and Conditions.

5.5 Extra Services subject to specific fees

ARCHIVE VALLEY reserves the right to propose extra Services that may be subject to specific fees, to be negotiated directly with ARCHIVE VALLEY.

Among these extra Services subject to specific fees, Archive Vendors may benefit, upon request, from extra marketing services, such as:

- one-page interview in ARCHIVE VALLEY's public blog;
- a customized Profile page including a show-reel of selected Archive Content;
- a Search Engine Optimization landing page;
- Sponsored content.

5.6 Other Archive Vendor Services

ARCHIVE VALLEY reserves the right to propose any other Archive Vendor Service that it deems useful, in a format and according to the technical means that it deems the most appropriate for providing said Archive Vendor Service.

6. Financial conditions

6.1 Fees of the Archive Vendor Services

Beyond the free trial period, email notifications, as set forth in article 5.1, shall be subject to the fees indicated on the Website for any reply to new Requests. Unless otherwise stated, these fees are indicated in euros and exclusive of taxes.

Depending on the selected Offer, other Archive Vendor Services, to the exception of Services subject to specific fees, shall be subject to the following fees:

- (i) The Subscription Offer is subject to a fixed fee, the amount of which is indicated in the Order Form.

Unless otherwise stated in the Order Form:

- the fixed fee is due at the date of subscription of the Commission Offer, then at each renewal, upon presentation of the corresponding invoice,
 - this fee is indicated in Euros and exclusive of tax.
- (ii) The Commission Offer is subject to a flat annual access fee and a commission fee on the total amount invoiced by Archive Vendors for each Purchase of Archive Content, including the price for the rights granted, as well as possible additional fees, such as research, screener, scan and/or processing fees.

The amount and percentage of these fees are indicated in the order form. Unless otherwise agreed in the Order Form:

- the annual access fees and the additional fees are indicated in Euros and exclusive of tax,
- the annual access fee is due at the date of subscription of the Commission Offer, then at each renewal, upon presentation of the corresponding invoice,
- payment of the commission fee shall be due after each Purchase, upon its confirmation by Archive Vendors to ARCHIVE VALLEY.

Archive Vendors expressly acknowledge and accept that possible royalty withholding taxes may not be deducted when calculating the commission fee.

- (iii) The fees negotiated with ARCHIVE VALLEY for the Extra Services, as set forth in article 5.5, shall be indicated in the Order Form. Unless otherwise stated, these fees are indicated in Euros and exclusive of taxes.

6.2 Price revision

The fees provided in article 5.2 may be revised by ARCHIVE VALLEY at any time, in its sole discretion. Archive Vendors will be informed of this revision by ARCHIVE VALLEY by any written means (including email), at least one (1) month before the entry into force of the new pricing.

Archive Vendors who continue to use the Archive Vendor Services after the entry into force of the revised fees shall be deemed to have accepted them. Archive Vendors who do not accept the revised fees must stop using the Archive Vendor Services.

6.3 Invoicing and payment

ARCHIVE VALLEY shall issue invoices for the above-mentioned fees, at the date they are due, that will be sent to each Archive Vendor through any pertinent channel.

The payment of ARCHIVE VALLEY's fees can be carried out online by bank card, swift wire transfer or by any other means authorized by ARCHIVE VALLEY and indicated on the Website.

Archive Vendors guarantee to ARCHIVE VALLEY that they have all the necessary authorizations to use the chosen payment mode.

Unless otherwise stated in the Order Form, all payments are due within thirty (30) days upon receipt of an invoice.

6.4 Payment delays and incidents

Any delay in the payment of all or part of ARCHIVE VALLEY fees at their due term, shall automatically entail, without prejudice to the provisions set out in article 14 of the General Terms and Conditions, and after prior formal notice by registered letter with acknowledgement of receipt, the contents of which have not been respected within the period indicated in it:

- (i) Forfeiture of the term of all amounts payable by the Archive Vendor, regardless of the terms of payment that had previously been agreed,
- (ii) Immediate suspension of the Archive Vendor Services until complete payment of all fees due by the Archive Vendor is received,
- (iii) Invoicing by ARCHIVE VALLEY of a late payment interest at the rate of five (5) times the legal interest rate, calculated on the total of all due amount that were not paid on time, as well as a lump sum of forty (40) euros for recovery costs.

This rate shall be calculated based on periods of one calendar month and that any month started shall be counted as a whole month.

7. Obligations for Archive Vendors

7.1 Archive Vendors undertake to provide ARCHIVE VALLEY and other Users with accurate, up-to-date and not misleading information, with regard to their identity and their Archive Contents, including with regard to the rights they may grant and the territories in which they can be used.

7.2 Archive Vendors certify that they are legally entitled to commercially exploit the Archive Content they propose for licensing through the Website and that they have all the authority, necessary rights and required permissions, including from copyright and other intellectual property rights holders, to grant license for the use of their Archive Contents.

7.3 Archive Vendors represent and warrant that the Archive Contents do not infringe any proprietary rights, intellectual property rights, or any other rights of any third party.

In this regard, Archive Vendors guarantee ARCHIVE VALLEY against all troubles, claims, remedies or actions by third parties including all employees, external stakeholders, providers, contractors, contributors and partners whose cause, purpose or origin relates to their Archive Contents.

7.4 Archive Vendors represent and warrant that no Archive Content contain any virus or other similar programs or software which may damage the Website, the Archive Vendor Services and/or other Services provided through the Website.

7.5 Archive Vendors undertake to keep ARCHIVE VALLEY duly informed of all Purchases concluded with Archive Requesters, as well as payment of their prices.

7.6 Archive Vendors expressly undertake not to propose, solicit and/or negotiate any Purchase with Archive Requesters other than through the Website. In this regard, reference is expressly made in article 11.1.4 of the General Terms and Conditions.

To this end, they undertake to promptly notify ARCHIVE VALLEY in case they receive a Request in relation with a query they had already received outside of the Website.

8. Liability and guarantee of ARCHIVE VALLEY

- 8.1** ARCHIVE VALLEY does not give to Archive Vendors any commitment, nor any guarantee with regard to the number, frequency or regularity of Purchases they may conclude through the Website or the sales revenues as a result of such Purchases.
- 8.2** ARCHIVE VALLEY's responsibility should not be held responsible in case of non-payment and/or cancellation of a Purchase on behalf of Archive Requesters. In this regard, reference is expressly made on article 15.4 of the General Terms and Conditions.

9. Entry into Force

These Archive Vendor Specific Conditions became effective on the **15 February 2018**.