

MUSEEC

Nutzungsbedingungen (Vertragsauszug) für:

– medici.tv –

Amended Terms and Conditions of Collective Subscriptions for use of the medici.tv website (Appendix 1 to the Institutional Subscription Agreement)

1. OBJECT

This document describes the services offered by the MUSEEC Company to educational and documentary resource Establishments and defines their rights and obligations in the context of marketing by the MUSEEC Company of its video on demand services available by subscription on the medici.tv website.

These rights and obligations apply, to the exclusion of all other conditions, to any Establishment and its Users (students, teachers, etc.). The Establishment confirms it has read the following provisions before Streaming the desired Audiovisual Programme(s). The Establishment expressly and definitively accepts the terms set forth below.

The Establishment agrees to bring the following provisions to the attention of its Users.

2. DEFINITIONS

In these Terms and Conditions, the capitalized words or phrases have the following meanings:

.Collective Subscription or Subscription: refers to the offer

marketed by the MUSEEC Company on its medici.tv Website, available at edu.medici.tv, and on which, upon payment of a fee, all the Audiovisual Programmes in the catalogue available on the website medici.tv can be streamed for a given period, subject to any geographical limitations governing the viewing of some Programmes. This offer is open to public or private educational Establishments (high schools, sixth forms, universities, music academies, etc.) as well as documentary resource Establishments (libraries, multimedia libraries, etc.).

.Terms and Conditions (hereinafter “Terms”): refers to this document.

.User/Establishment Equipment or Computer Equipment: refers to the User's or the Establishment's computer system, allowing them access to the services of the medici.tv Website. This includes computers and/or smartphones and/or tablets with an Internet connection and installed software, as well as other reproduction equipment for Audiovisual Programmes connected thereto (stereo, television, etc.). The User/Establishment is responsible for the proper functioning of its Computer Equipment.

.The Establishment: refers to the legal entity (association, public institution, etc.) - whose purpose is teaching or document dissemination - that has paid for the use of a Collective Subscription on the medici.tv Website.

.Company: refers to the MUSEEC company

Name: MUSEEC

Legal form: Simplified joint-stock company (SAS)

Capital: €1,642,525

SIRET no.: 520 227 240 00030 (Paris)

APE Code: 5920Z

Address: 54, rue de Paradis – Paris, France

Email: institutions@medici.tv

Audiovisual Programmes: refers to all audiovisual content

that can be accessed by Users/Establishments on the medici.tv Website.

.Website: means the website operated by the Company whose access URL is <http://edu.medici.tv>. and which allows access to the service.

.Service(s): refers to service(s) for Streaming videos on demand on the Internet via User or Establishment Equipment.

.Streaming: refers to the linear consultation of a programme on the User's/Establishment's equipment, without the possibility to download it and in exchange for payment.

.User: refers to Germany-based individuals (including members of research institutes located abroad, but funded by public bodies in Germany), who are authorized by the FID Musikwissenschaft (which is maintained by the Establishment). Users are researchers or individuals in the field of Musical Studies or otherwise approved by FID Musikwissenschaft for the User Community with a maximum of 1500 users.

.Video on demand: refers to the transmission of Audiovisual Programmes through a coded signal to be received by the User's/Establishment's Computer Equipment, at a time determined by the User/Establishment requesting the transmission, in return for payment.

3 SCOPE

Access to the Service is reserved for the Establishment and Users who have full knowledge of these Terms and have fully accepted them.

4. SCOPE

4.1. Availability of Collective Subscriptions

The Service includes individual and collective consumption within the Establishment and by remote access, excluding any use outside the framework of the Establishment by any third

party to the Establishment and any commercial use.

4.2. Customers concerned

The Service offered by the Company on the Website is reserved exclusively for the Establishment for use by its Users alone. Provided that Users have their own computer with a suitable IT system enabling them to access the Service, the Services offered by the Company and paid for will be available via remote access through a secure connection (Proxy).

4.4. Interruption or modification of Services

The Company may make changes to Services for technical development needs. The Company shall give written notice to the Establishment of such changes. If the changes result in the Licensed Material being no longer deemed useful by the Establishment, the Establishment may within sixty days of such notice treat such changes as a material breach of this License, terminate the License and receive refund of the balance of the Establishment's subscription payment.

5. ACCESSING AND REGISTERING FOR THE SERVICE

5.1. Registration

To register, the Establishment must fully complete and sign the registration form (hereinafter the "Registration Form") provided by the Company. The Company then sends an invoice for the price indicated on the subscription form to the Establishment. An account allowing access to the Service will be opened by the Company once the invoice has been paid in full by the Establishment.

5.2. Accessing the Service

The Service can be directly accessed from the Website and requires the prior installation of free Flash Player software on User/Establishment Computer Equipment. This software is available at www.adobe.com, and its use is governed by the terms of its contract of use, to which the User/Establishment must agree. Users/Establishments are solely responsible for compliance with the contract.

Access to the Service also requires an Internet connection; the cost of this connection remains entirely at the User's/Establishment's expense.

5.3. Necessary computer equipment

It is recommended that the Establishment check the compatibility of the Programmes with its hardware and its Users' hardware prior to subscription. Users/Establishments must have at least the minimum Computer Equipment if they wish to use the Service.

Minimum Computer equipment includes: at least a 2 GHz processor with a screen resolution of at least 1024x768, at least 512 MB of memory, a sound card, a broadband Internet connection, as well as operating system Microsoft® Windows® XP Microsoft® Windows® Vista (excluding Windows® 95, Windows® 98 First and Second Edition, Windows® 2000, Windows® Millennium Edition, Windows® NT 4.0 operating systems) and Microsoft Internet Explorer 6.0+ software or later, Adobe Flash Player 8 or later, a DivX video file player.

The Service is also compatible with Mac OS, Windows and Linux operating systems.

5.4. Deactivating an account

The Establishment's account will automatically be deactivated at the end of the period specified in the Registration Form.

6. PRICE AND PAYMENT CONDITIONS

6.1. Price and delivery mode

The offer for viewing Audiovisual Programmes on the Website is sold by subscription.

The applicable price is that determined by both parties, the Establishment and Company's head of sales, on the day the Service is subscribed.

The prices include the VAT applicable on the day of the order.

6.2. Payment methods

Payment must be made by bank transfer.

The price is immediately payable in full.

Failing receipt of the price in full, access to Audiovisual Programmes will not be given to the Establishment.

7. REMOTE SELLING

Companies employing fewer than five employees are entitled to a right of withdrawal when the contract concluded outside of the Establishment does not fall within the scope of their main business activity (French Consumer Code, Article L121-16-1). The Establishment recognises that the conclusion of these Terms is within the scope of its main business activity and therefore recognises that it does not benefit from a right of withdrawal. In any case, the Establishment waives any exercise of any right of withdrawal given the fact that the Service consists of the supply of digital content not supplied on hardware.

8. SUBSCRIPTION

8.1. Object

Following full payment of a price, the Subscription enables Users to view, over a period defined in the Registration Form, all Audiovisual Programmes available on the Website, subject to geographical limitations provided for in Article 4.1 of these Terms.

8.2. Entry into force, term of the Subscription

The Subscription is taken out for a period specified on the registration form.

The Contract may be terminated as provided for in Article 8.5 of the Terms. The cancellation takes effect at the end of the commitment period.

8.3. Subscription rates

The price of the Subscription is the price indicated on the Registration Form and the invoice addressed to the Establishment by the Company.

8.4. Service availability

Audiovisual Programmes offered as part of the Subscription are those that form part of the Audiovisual Programmes offered on the Website. Audiovisual programmes are available for viewing in Streaming for the duration of the Subscription and can be viewed an unlimited amount of times.

8.5. Termination and cancellation

With subscription to video on demand, the Establishment may cancel the subscription at the end of the commitment period.

The Establishment's account will automatically be deactivated at the end of the period specified in the Contract.

Furthermore, the Company reserves the right to disable or suspend the Establishment's account without penalty, and to refuse them access to the Service in the following cases:

- non-compliance by the User or Establishment with these Terms,
- non-payment by the Establishment of the amounts due,
- acts by the Establishment contrary to the obligations in Articles 9, 11 and 12 of these Terms. The company shall inform the Establishment by letter stating the grounds for suspension or deactivation.

The Establishment will then have a period of thirty (30) days as of notification by the Company of the infringement committed to repair the damage/violation. If at the end of this period, the establishment has suitably repaired the violation or the damage caused, the Company will reinstate access to the Service. In the opposite case, the Company may legally terminate the contract with the Establishment.

9. USE OF COMMUNITY SERVICES

The Site offers Users a community service to give their opinion on Programmes.

The Establishment and Users of the Community Service offered on the Website agree to respect the following rules:

.Do not make comments or distribute content, in any form whatsoever, that violate the rights of others or that is defamatory, abusive, offensive, obscene, violent or inciting violence, racial, political, homophobic or xenophobic and generally any content contrary to the purpose of the Website,

laws and regulations in force, the rights of persons or morality;
.Do not post, disseminate, or broadcast, in any form whatsoever, information or content that incorporates links to other websites that are illegal, immoral and/or not consistent with the purpose of the Website;
.Use the Services in accordance with the purpose described in these Terms;
.Do not transmit content that reveals the private or personal matters of any person;
.Do not distribute content intended to promote goods or services.

10. PERSONAL DATA PROTECTION/COOKIES

10.1. Using files

Creation of an account is subject to the automatic processing of personal data for which the Company is entirely responsible. This data processing has been declared to the French National Commission for Data Protection and Liberties (CNIL) under the receipt number: 1477675

Personal data collected by the Company is intended to manage Establishment orders, provide access to their account and Audiovisual Programmes. It is subject to automated processing. The Company may contact the Establishment, or make contact via its suppliers, by email, sending business information enabling it to better advertise the services offered by the Site.

The Establishment's personal data and information on their orders on the Website shall be stored electronically by the Company throughout the entirety of the Establishment's subscription period to the Website. This is for the purpose of retaining the information necessary in the case of any contractual and/or legal responsibility being brought into play.

The Establishment may freely access information about itself by request to the Company.

10.2. User rights of access, rectification and opposition

Under the Data Protection Act of 6 January 1978, Establishment representatives have, at any time, the right to access information concerning themselves, the right to have it corrected or completed if it is incorrect or incomplete, the right to oppose its disclosure to third parties, the right to object, free of charge, to its use for commercial purposes and, more generally, the right to oppose any form of processing as defined in paragraph 3 of Article 2 of the aforementioned law. To do this, Users can simply make a written request to the Company, citing their name, first name and phone number and attaching a copy of their identity document to the following address MUSEEC, 54 rue de Paradis, 75010 Paris, France.

10.3. Use of cookies

When accessing the Service, cookies are installed on the User/Establishment Computer Equipment. Cookies are files sent by the Internet browser and stored on the hard disk of User Computer Equipment. In this case, they contain information related to browsing the Website (in particular pages viewed, date and time of connection) that the Website may read during subsequent visits. They are automatically created upon registration and enabled when the User/Establishment connects to the Website. Nevertheless, they can be switched off by configuring browser preferences to not accept cookies.

11. INTELLECTUAL PROPERTY

11.1. Website protection

The Company is and will remain the owner of intellectual

property rights attached:

- to the Website and its components, including but not limited to information, databases, software or graphics,
- to any distinctive sign, filed or recorded by the Company under a trademark or protected under any legislation relating to intellectual property. The Contract does not involve any transfer of ownership on the part of the Company to the User/Establishment, and by no means involves, in particular, any authorisation to represent, modify, reproduce or use for commercial purposes the various elements of the Website. Any damage, or, in the absence of prior written consent, any representation, reproduction, modification, commercial use, total or partial, of the various elements of the Website is prohibited and makes perpetrators liable to prosecution.

11.2. Protection of Audiovisual Programmes

Audiovisual Programmes viewed by the User/Establishment are digital files protected by national and international laws governing copyright. They can only be used within the limits defined in these Terms.

The Company guarantees that it holds the necessary rights to Audiovisual Programmes, that it has obtained the authorisation of those entitled for the use of Audiovisual Programmes and the use of such Audiovisual Programmes by the Establishment/User in accordance with this contract shall be without prejudice to the copyright or other right of a third party to the Audiovisual Programme(s).

The provision of Audiovisual Programmes implies, on the User's/Establishment's behalf, acceptance of the non-exclusive and non-transferable usage rights.

The Establishment/User may not under any circumstances consider that they own the digital files corresponding to Audiovisual Programmes.

Any partial or whole reproduction of Audiovisual Programmes, on any media, is prohibited. Failure to comply with this prohibition constitutes an infringement and may result in civil and criminal penalties.

Digital files on the Site may be protected by technical protection and information measures, namely protection systems to control their use and, in particular, their duplication.

The Establishment/User expressly acknowledges and agrees that technical protection and information measures may limit their access to one or more Audiovisual Programmes and the use thereof. The Establishment/User further agrees to the automatic updating of technical protection and information measures, and any associated consequences.

Technical protection and information measures are governed by the French Code of Intellectual Property. The Establishment/User agrees not to take any action to circumvent or undermine the techniques for controlling digital content. Any attempt to bypass these measures is liable to penalties under this same Code.

The Company shall give written notice to the Establishment of any technical protection and information measures applied. If technical protection and information measures result in the Licensed Material being no longer deemed useful by the Establishment, the Establishment shall give written notice to the Company and the Company shall have opportunity to find a

solution within sixty days. Otherwise, the Establishment may treat such technical protection and information measures as a material breach and terminate the License and receive refund of the balance of the Establishment's subscription payment.

11.3. Fair Dealing Rights

Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under German copyright law or other applicable laws.

12. RESPONSIBILITIES AND OBLIGATIONS

12.1. Company responsibilities and obligations

Access to the Website is continuously subject to periods of maintenance and repair, updating of servers and possible one-off interruptions. Users will be notified of any interruptions to services that can be scheduled via the Website at least 24 hours before they occur, except when such interruptions are urgent.

It is expressly understood that the Company will in no way be held responsible for any damage suffered by the User/Establishment and/or any third party due to:

- any site unavailability and, in general, any technical fault due to an external cause;
- a case of force majeure.

In the case whereby the Company would be liable, compensation will apply only to direct, personal, damage, including but not limited to any damages and/or indirect and/or immaterial, punitive or consequential damages, such as, in

particular, loss of profit, commercial, moral and financial damages, loss of clients, loss of opportunity and loss of profits that are caused by, originate from, or are founded upon use of the Website and Services.

In any event, the Company may not be held liable for negligence or any act fully or partially attributable to the Establishment/User, a third party or in the event of force majeure.

The company will indemnify, defend and hold harmless the Establishment and its Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Establishment will promptly notify and reasonably cooperate with the company. This indemnity obligation will survive the termination of this Agreement.

12.2. Establishment Responsibilities and Obligations

The Establishment agrees not to circumvent or undermine the technical measures used to protect digital files as well as, if applicable, any device with the same objective and does so particularly in respect of Article 11 of these Terms. As is the case with any User, the Establishment is responsible for protecting its Computer Equipment in particular against any form of contamination by viruses and/or attempted intrusion and the Company may under no circumstances be held responsible.

The Establishment is solely responsible for the use of its

account.

If the Establishment has reason to suspect security has been breached, including loss, theft or unauthorised use of its Users' login IDs and/or passwords, the Establishment agrees to immediately notify the Company.

The Establishment undertakes to immediately inform the Company of any technical difficulties observed on the Website, particularly in connection with Audiovisual Programmes.

The Establishment agrees not to use loopholes, computer bugs or any other form of error to gain advantages when using the Website.

Nothing in this Agreement shall make the Establishment liable for breach of the terms of this Agreement by any User provided that the Establishment did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

Users and the Establishment are solely responsible for the operation of their Computer Equipment. The Company shall in no event be liable if the Service offered by the Website proves to be incompatible or dysfunctions with certain software, configurations, User or Establishment operating equipment or systems.

13. HYPERLINKS

Hyperlinks on the Website may link to other websites or other information managed by partner websites. When the Company may not exercise any control over such sites, it cannot be held

liable if the content of such other sites derogates from the laws and/or regulations in force.

14. VALIDITY OF GENERAL CONDITIONS

If one or more provisions of these Terms are held to be invalid or declared as such under any law, regulation or following a final decision of a competent court, other provisions shall remain in full force and be upheld.

The Company will replace the clause declared null and void with a new provision which will be as similar as possible to the original in terms of content and so as to balance the clause that was originally put forward.

15. MISCELLANEOUS

Failure to require or force the Establishment/Users to carry out some of the provisions of these Terms or the failure to assert any right under these Terms shall be construed as a waiver on the part of the Company's right to require or to impose the implementation of these provisions.

16. APPLICABLE LAW FOR DISPUTES

1. This Agreement shall be interpreted and construed according to and governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods). This License Agreement specifies the rights of the Company, the Establishment and Users under the German Copyright Law and other applicable legislation in Germany. For the

interpretation and the translation of the License Agreement into German the meaning of legal terms used in US-law and/or British law and/or common law is not relevant; only the German legal understanding (“Rechtsverständnis”) is decisive insofar. Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this License Agreement is Munich, Germany.

2. The Parties agree to make every effort to resolve amicably any dispute that may arise from the interpretation, execution and/or termination of these Terms.

17. CONTACT, SUPPORT AND CLAIMS

For questions or information on Programmes or regarding claims, the Establishment must contact the Company using the email address: institutions@medici.tv.