

UK REGISTRANT DETAILS

Company Name: _____
(hereinafter "Registrant")

Company Group: _____ (ISAN Group approved by ISAN UK)

Address: _____

Contact: _____

Tel. _____ Fax: _____

Email: _____

Billing Address: _____

Client Login Identifier: _____

(This chosen Client Login Identifier should be a minimum of 5 and a maximum of 8 characters long using the a-z and 0-9 characters)

CONFIRMATION

The Registrant hereby has read the following Terms and Conditions as well as the attached ISAN UK Pricing Guide, fully understands his duties and accepts to adhere to these Terms and Conditions, ISAN UK Pricing Guide and ISAN User Guide. The use of ISAN by Registrant implies the unconditional acceptance of these Terms and Conditions, the ISAN UK Pricing Guide and ISAN User Guide.

Location and Date:

Name:

Authorised Signature:

1. Definitions

ISAN-IA: The ISAN International Agency presently based at 30 rue de Saint-Jean, CH-1203 Geneva, Switzerland.

ISAN-UK: means the Agency appointed by ISAN-IA for the purposes of processing ISAN applications from Registrants based in the UK.

Standard (ISAN): The international standard ISO 15706 First Edition 2002-11-15 – Information and Documentation – International Standard Audiovisual Number (ISAN), and the ISO 15706-2 5 (ISAN version identifier) when published and available

Registrant: means the Producer of an Audiovisual Work, authorised proxy of such a producer, or other such entity or individual, registered within the

ISAN System for the purposes of obtaining an ISAN for audiovisual works and allowed to query the ISAN System.

Audiovisual Work or AV Work: A work consisting of a sequence of related images with or without accompanying sound, which is intended to be made visible as a moving image and/or audible through the use of devices, regardless of the medium of initial or subsequent fixation.

ISAN System: All IT components making the ISAN system, as available at ISAN-IA, including but not limited to central database, software application, Web Template and Web Services accesses and processes.

Descriptive Information: metadata associated to an AV work or its related version, to which an ISAN work or version is allocated, describing the work or version (for example: original and alternative title(s), year of reference, participant(s), and others).

ISAN Group: An audiovisual legally constituted conglomerate could compose with its affiliates - who want to become ISAN registrants - an ISAN approved group benefiting from specific ISAN group services.

ISAN Group Services: these services identify specifically the ISAN Metadata Group Query.

The above definitions are given for the purposes of these Terms and Conditions without prejudice to further descriptive information given in the User Guide.

2. Liability

Registrant will not hold the ISAN UK, ISAN-IA and its contractors, ISO and its members responsible for any damage supposed or proven arising from the usage of ISAN, the Descriptive Information and/or the ISAN System.

Registrants will hold ISAN UK, any other RA, ISAN-IA and its contractors, ISO and its members harmless against any third-party claims for any damage supposed or proven arising from the usage of ISAN, its Descriptive Information and/or the ISAN System by the Registrant.

3. Disclaimer

The Registrant is responsible for the Descriptive Information as provided for under Article 8.4 below, associated with any AV work for which he has applied for an ISAN. ISAN-IA and ISAN UK, shall not be responsible for the following:

- 3.1. Content of metadata. This means the content of ISAN Descriptive Information, including but not limited to titles and participant names.
- 3.2. Content of AV works. This means the content of audiovisual works that are allocated an ISAN.
- 3.3. Correctness. Preciseness, completeness and quality of ISAN Descriptive Information.
- 3.4. Ownership. ISAN UK, and ISAN-IA do not provide any information on the copyright ownership of, or rights pertaining to an audiovisual work, nor does possessing an ISAN for a work constitute proof of copyright or ownership of rights in that work.

4. Use of the ISAN Standard

The Registrant undertakes a non-binding commitment to use commercially reasonable and practical efforts to make sure that the ISAN identifier allocated to an AV Work is permanently affixed to such an AV Work.

The Registrant agrees not to create, allocate, use or assign ISANs that have not been issued by the ISAN System in connection with any Audiovisual Work. Such wrongful use of ISANs shall be a material breach of these Terms of Conditions and will be prosecuted to the fullest extent allowed by the law.

Audiovisual Works which fall outside the scope of the Standard cannot be registered. ISAN UK reserves the right to reject such ISAN applications and/or registrations.

5. Pricing and Payment

- 5.1. Prices are set in the Pricing Guide attached to these Terms & Conditions and are set in Pound Sterling (GBP).

- 5.2. Prices are subject to VAT and are subject to changes with 3 months written notification period.
- 5.3. Payments. Full payment by bank transfer for services is required. An invoice is issued by ISAN UK on a monthly basis and is payable within 14 days of the date of the invoice. Late payments are subject to interest as of the 31st day after the date of the invoice issuance at the rate of 2% above the Bank of England base rate.

6. Term and Transfer

- 6.1. A Registrant can request in writing to ISAN UK to transfer his application to another Registration Agency at any time.
- 6.2. Prior to transferring Registrant to another RA, all services used by Registrant and invoiced by ISAN UK are due. Transfer of Registrant shall be effective as soon as all amounts due to ISAN UK are paid, or, if no amounts are due when the transfer request is made, within 30 days of ISAN UK's receipt of the transfer request.

7. Acceptance of Registrant's Application

ISAN UK reserves the right to reject Registrant's registration agreement at its sole and absolute discretion, for reasons including, but not limited to:

- 7.1. Invalid or incomplete registration agreement; and
- 7.2. where the Registrant does not comply with ISAN requirements;

8. Registrant's Duties

The Registrant shall adhere to the current version of the ISAN User Guide, available on the www.isan.org website at the time of ISAN System utilisation. The Registrant warrants that it is familiar with the contents of the ISAN User Guide in effect at the time of its execution of this registration agreement. This includes (but is not limited to):

- 8.1. Behaviour with users. The Registrant shall not divulge its login/password information to unauthorised persons. This information shall remain within the scope of the legal entity or individual for which it was authorised. In the case of legal entities, the login can be used by employees and contractors of the entity, who shall agree to comply with the terms of the ISAN User Guide.

- 8.2. Hacking/spying. Any attempt or act of hacking, spying or computer misuse will be a material breach of these Terms and Conditions and will be prosecuted to the fullest extent provided by the law.
- 8.3. Denial of Service. Any attempt or act of denial of service, including by using repetitive software tools, to interfere with or harm the ISAN System or the ISAN web sites will be a material breach of these Terms and Conditions and will be prosecuted to the fullest extent provided by the law.
- 8.4. Metadata correctness. The Registrant shall observe the ISAN User Guide as to the correctness of the related Descriptive Information of the AV work to be registered.
- 8.5. Avoiding duplicate submissions. The Registrant shall avoid duplicate submissions of ISAN registrations and when asked to do so, the Registrant will co-operate reasonably in order to resolve potential duplicate registration.
- 8.6. Non-publication of pending In-Dev ISAN. The Registrant shall NOT publicly publish In-Development ISAN and shall make its best effort to fill within 6 months the related Descriptive Information to the In-Dev ISAN.
- 8.7. The Registrant is responsible for the proper installation and operation, subject to Article 9.2 below, of its computer systems, modem and telecommunication links enabling him to connect to the ISAN System and the use of and access to the ISAN System, and shall bear all costs and expenses in connection therewith.

9. Availability and Support

9.1 Availability: The Registrant acknowledges that interruptions and loss of service may periodically occur as a result of maintenance or repairs to the ISAN System, or the ISAN UK website, resulting in unexpected outages or interruptions (including, without limitation, the force majeure events under Section 14 below). ISAN-IA and ISAN UK shall not be held liable for any action, claim, loss or damage whatsoever suffered as a result of any such interruption or loss of service.

9.2 Telephone and Web Support. ISAN UK will provide the Registrant with reasonable telephone and web-based support resources, including assistance with ISAN registration and duplicate resolutions.

10. Termination of contract

ISAN UK reserves the right to terminate the ISAN services offered to a Registrant when breach of these Terms and Conditions occur such as:

- 10.1. Use of incorrect, unlawful, hateful or discriminatory metadata when applying for an ISAN.
- 10.2. Attempt by the Registrant to access the ISAN System illegally or without permission.
- 10.3. Attempt by the Registrant to access, monitor, copy data exchanged by other Registrants and the ISAN System illegally or without permission.
- 10.4. Where the Registrant corrupts or deletes ISAN Descriptive Information or otherwise harms the ISAN System.
- 10.5. Reallocation of an existing ISAN by the Registrant to a new audiovisual work by modification of its Descriptive Information.
- 10.6. Repetitive attempt by the Registrant to request an ISAN for a work which has already been provided an ISAN.
- 10.7. Non payment of due invoices after 30 days of written notification.
- 10.8. Violation of the provisions of Article 8 above.

11. Confidentiality

- 11.1. Personal information given by Registrant to ISAN UK will remain confidential.
- 11.2. All Descriptive Information related to ISAN is considered as public information and as such accessible by anyone.

12. Copyright

The access to the ISAN System falls under Swiss and International Legislation concerning author's rights and intellectual property rights. All rights of reproduction are reserved, including downloadable documents as well as photographic and iconographical images. Reproduction of all or part of the ISAN System on an electronic system or support, of whatever type, is formally forbidden without due authorisation. Reproduction of the "ISAN - International Standard Audiovisual Number" logo in any form (digital or on paper) requires written permission from the ISAN International Agency.

13. Robots and Screen Scraping

Registrant agrees not use data mining, robots, screen scraping, or similar data gathering and extraction tools on the ISAN System.

14. Force Majeure

ISAN-IA, ISAN UK and Registrant will not be liable for any failure or delay in performance to the extent caused by any event beyond its reasonable control, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third party act or omission; failure of utility or telecommunications facilities; virus, worm, Trojan horse or other malicious code, command, file or program designed to interrupt, destroy or limit the functionality of any software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event.

15. Amendments to the Agreement

ISAN UK reserves the right to amend its current Terms and Conditions and all other contractual documents at any time. The Registrant will be informed at least 30 days in advance of such amendments. The Registrant is entitled to terminate the Agreement, giving written notice at least 5 days in advance of such amendment, with effect as from the date on which the new conditions become effective. If notice of termination is not given, the new conditions are deemed to be accepted by Registrant.

16. General

- 16.1. If a court rules that any of these conditions is not valid or cannot be enforced, the other conditions will continue to be valid and enforceable.
- 16.2. This contract is a legally binding document. You should read it carefully and make sure that it contains everything you want and nothing you are not prepared to agree to.
- 16.3. This Agreement shall be governed exclusively by the laws of England and Wales and construed accordingly.
- 16.4. Disputes between ISAN UK and a Registrant which cannot be resolved between them shall be submitted to ISAN-IA for mediation.
- 16.5. If ISAN-IA mediation provided for in 16.4 above has proven to be unsuccessful, the Courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

ISAN UK Ltd PRICING GUIDE ISAN PRICING to REGISTRANTS

(effective 1st December 2007)

SERVICE	PRICE
ACCOUNT REGISTRATION FEE	£80.00
ISAN REGISTRATION	£10.50 per unit
V-ISAN REGISTRATION	£3.00 per unit
ISAN DATABASE ACCESS	See Account Registration below

Notes, Terms and Conditions:

- Prices are set in Pound Sterling (GBP) and are subject to VAT.
- Prices do not include any taxes and are subject to changes with 3 months written notification period.
- Account Registration - there is a one-off payment of GBP £80.00 for account registration and set up. This fee also includes a 12 months licence to search the ISAN database. Thereafter the search licence will be charged on an annual basis (to be notified in advance).
- Full payment for services by bank transfer is required.
- The only currency accepted for payments is the Pound Sterling (GBP). Wire Transfer and any other bank charges shall be paid by the Registrant.
- In the case of bank transfer errors, or delays, it is the Registrant's responsibility to resolve issues with the appropriate banks.

Authorised Signature:
