

JSTOR LIBRARY LICENSE AGREEMENT

~~of~~ The Regents of the
Licensee Name: University of California System/

Agreement Date: September 1, 1998

Licensee Notice Address:

Attn: _____
CDL @ UC Office of the Pres.
300 Lakeside Dr., 6th Fl.
Oakland, CA 94612-3550
Telephone: _____
Facsimile: _____
E-Mail: _____

JSTOR Notice Address:

Attn: _____
JSTOR
188 Madison Avenue
New York, New York 10016
Telephone: _____
Facsimile: _____
E-Mail: _____

Licensee Primary Contact:
(if different than Notice Contact)

Attn: _____

Telephone: _____
Facsimile: _____
E-Mail: _____

Licensee Technical Contact:
(contact responsible for providing IP information for access)

Attn: _____
IR&C-- UC Office of the President
1111 Franklin, 7th Floor
Oakland, CA 94607-5200
Telephone: _____
Facsimile: _____
E-Mail: _____

The parties agree to be bound by the terms and conditions of the JSTOR Library License Agreement attached hereto, in witness whereof the parties have set their hands as of the Agreement date above.

LICENSEE

JSTOR

BY: _____
NAME: _____
TITLE: Univ. Librarian & Exec. Dir.

BY: _____
NAME: _____
TITLE: President

JSTOR LIBRARY LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between JSTOR, a not-for-profit corporation formed under the laws of the State of New York ("JSTOR"), and the Licensee specified above as of the Agreement Date.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

"Authorized Users" means persons who are authorized to use Licensee's library facilities who (a) are affiliated with Licensee as students, faculty or employees, or (b) are physically present in the Library (as hereafter defined).

"Database" means the electronic archive of journals provided by JSTOR according to the terms of this Agreement, as well as portions thereof or Materials (as hereafter defined) contained therein.

"Derivative Work" means a work based upon one or more preexisting works such as a modification, enhancement, adaptation, translation, abridgment or any other form in which such preexisting work may be transformed or incorporated and which, if prepared without authorization of the owner of the copyright or other intellectual property right in such preexisting work, would constitute an infringement of such right.

"Intellectual Property" means any trademarks, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, Derivative Works, and all other intellectual property rights relating to the Database.

"Library" means Licensee's library building(s).

"Materials" means any portion or portions of journal content in, or printed from, the Database.

"User Rules" means those terms and conditions for use of the Database attached hereto as Schedule D, and that appear on certain screen displays in the Database, or that are otherwise provided to Licensee or to Authorized Users by JSTOR, as such may be amended from time to time. The User Rules shall include, but not be limited to, the right to make one printed copy, and one electronic copy for storage purposes, of an article or articles from the Database, solely for an Authorized User's personal, noncommercial use. JSTOR shall notify Licensee of changes to the User Rules (other than nonsubstantive or grammatical changes) via JSTOR's standard contact group email process.

2. CONTENT OF DATABASE; GRANT OF LICENSE

2.1 The Database shall consist of the non-current issues of scholarly journals. For purposes of this Agreement, "non-current issues" begin with the earliest published issue of each journal, and, depending on the journal, continue until a date no later than one year prior to the most current published issue. The Database shall include at least one hundred (100) such journal titles by January 1, 2000. A list of the journals currently in the Database is available at <<http://www.jstor.org>>, or upon request to JSTOR.

2.2 JSTOR hereby grants to Licensee a non-exclusive license to use the Database and to provide the Database to Authorized Users as permitted herein (the "License").

3. USE OF DATABASE

3.1 Licensee shall not knowingly permit anyone other than Authorized Users to use the Database, or display or otherwise make available the Database to anyone other than Authorized Users.

3.2 No use that exceeds the User Rules may be made of the Database other than as provided herein. It is understood that the purpose of JSTOR is to provide effective preservation of scholarly

journals, and facilitate access to such journals by Authorized Users. Accordingly, Licensee may not utilize the Database for commercial purposes, including but not limited to the sale of Materials, fee-for-service use of the Database, or bulk reproduction or distribution of Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Database beyond reasonable printing or administrative costs. Furthermore, under no circumstances may Licensee (a) remove, obscure or modify any copyright or other notices included in the Database or the Materials; (b) use Materials in a manner that would infringe the copyright therein; or (c) copy, download, or attempt to download an entire issue or issues of a journal from the Database. Licensee shall contact the publisher of a journal in order to obtain a printed copy of one or more entire issues of such journal.

3.3 Licensee shall use reasonable efforts to protect the Database from any use that is not permitted under this Agreement, and shall notify JSTOR of any such use of which it learns or is notified. In the event of violation of the User Rules, Licensee agrees to consider the imposition of further restrictions on access to, and downloading and printing from, the Database. JSTOR and Licensee shall from time to time consult on the establishment of further measures to inform Authorized Users of the availability of the Database and of the User Rules.

3.4 In the event of any unauthorized use of the Database by an Authorized User, (a) if applicable, JSTOR may terminate such Authorized User's access to the Database, (b) JSTOR may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Database upon JSTOR's request. Termination by JSTOR shall occur upon notice to Licensee, except in exigent cases as warranted in JSTOR's reasonable opinion.

3.5 It is understood that Licensee may wish to use the Database for the purpose of fulfilling occasional requests from other collections, a practice commonly called Interlibrary Loan. Accordingly, Licensee may use Materials that have been printed from the Database in Interlibrary Loan until December 31, 1998, on the following terms. Only printed Materials, and not electronic copies of such Materials, may be used in Interlibrary Loan. Licensee agrees to maintain records respecting Licensee's use of Materials in such Interlibrary Loan and to provide such records to JSTOR upon request. Prior to December 31, 1998 the parties agree to discuss in good faith whether, and on what terms, to continue the use of Materials in Interlibrary Loan. JSTOR shall provide, in a publicly accessible area of the Database, information to facilitate direct contacts with publishers for the provision of Materials or for other permissions, and the parties agree to cooperate to develop and further enhance these procedures.

3.6 The parties shall cooperate in gathering data on usage of the Database, and shall provide such data to each other upon request. Notwithstanding the foregoing, the parties shall neither collect nor provide data from which an individual user could be identified.

4. DELIVERY; SUPPORT

4.1 The Database will be stored at one or more locations in digital form accessible by telecommunications links between such locations and Licensee's or Authorized Users' workstations. JSTOR shall make the Database available online in digital form to Licensee and Authorized Users within ten (10) days of the date on which the Database Development Fee (as set forth in Schedule A attached hereto and incorporated herein) is received by JSTOR, provided, however, that IP addresses or passwords shall have been provided to JSTOR pursuant to Section 4.2 herein.

4.2 Access to the Database shall be controlled by JSTOR through the use of IP addresses and/or passwords. Licensee shall be responsible for issuing and terminating passwords, verifying the status of Authorized Users, providing lists of valid passwords or sets of IP addresses to JSTOR if applicable, and updating such lists on a regular basis. The parties shall cooperate in the implementation of additional security procedures as they are developed.

4.3 Licensee shall inform JSTOR if it makes use of a proxy server to provide access to the Database, or if it becomes aware of a proxy server that is providing such access.

4.4 JSTOR shall provide support to Licensee and to Authorized Users in accordance with the terms set forth on Schedule B attached hereto and incorporated herein.

4.5 Licensee is responsible for establishing and maintaining hardware and Internet access to provide access to, and to transmit, the Database to Authorized Users. Licensee understands that Internet browser software is required to access the Database. Schedule C attached hereto and incorporated herein sets forth hardware platforms and browsing software required and/or recommended for accessing the Database. Licensee understands that from time to time the Database may be added to or modified by JSTOR, that portions of the Database may migrate to other formats, and that the terms of Schedule C may be updated. JSTOR shall notify Licensee of changes to Schedule C (other than nonsubstantive or grammatical changes) via JSTOR's standard contact group email process.

5. FEEES

5.1 Licensee shall make payment to JSTOR for the License granted herein pursuant to the payment terms set forth on Schedule A.

5.2 Licensee shall be responsible for all costs associated with establishing access to the Database as set forth in Section 4.5 above, including but not limited to any telecommunications or other charges imposed by carriers, proprietary network operators and Internet access providers, or licenses for browser software, if any. Licensee shall also be responsible for all costs associated with printing from the Database, and for any taxes relating to Licensee's or Authorized Users' use of the Database.

6. TERM AND TERMINATION

6.1 This Agreement shall continue in effect for three (3) years from the first day of the calendar year that follows the Agreement Date (the "Initial Term"), and will renew for successive one (1) year terms unless earlier terminated by either party by written notice not less than ninety (90) days prior to the end of the then-current term.

6.2 In the event that either party believes that the other materially has breached any obligations under this Agreement, or if JSTOR believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. In addition, JSTOR may terminate this Agreement on sixty (60) days' written notice if, in JSTOR's reasonable opinion, the cumulative effect of violations of User Rules by Authorized Users justifies such termination.

6.3 Upon termination of this Agreement JSTOR shall provide Licensee with one (1) complete set of CD-ROMs (or their equivalent at JSTOR's option) containing the digitized images of the journals contained in the Database as of the date of such termination. JSTOR hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use such images in accordance with the terms of Section 3 of this Agreement, which terms shall survive any termination of this Agreement. Notwithstanding the foregoing, no use may be made of such images that would serve as a substitute for JSTOR unless JSTOR has ceased to exist, or has ceased offering database services as contemplated by this Agreement.

6.4 Upon termination of this Agreement all online access to the Database by Licensee and Authorized Users shall be terminated. Print copies of Materials may be retained by Licensee or Authorized Users and used subject to the terms of Section 3 of this Agreement, which terms shall survive any termination of this Agreement.

7. PROPRIETARY RIGHTS

7.1 Licensee hereby recognizes and agrees that the Database and all Intellectual Property are proprietary to JSTOR, subject to the rights of third parties therein. Licensee hereby warrants that it will not, during the term of this Agreement or any time thereafter, attach, dispute or contest, directly or indirectly, JSTOR's right and title in and to the Database, other than Materials, the ownership of which JSTOR expressly disclaims, nor assist or aid others to do so.

7.2 Neither party may use the other's name or trademark(s) in a way likely to cause confusion as to the origin of goods or services, or to endorse or show affiliation with the other, except as specifically approved. Notwithstanding the foregoing, (i) JSTOR may use Licensee's name and/or the name of the Library in brochures or other materials to identify Licensee as a participant in JSTOR, and (ii) Licensee is encouraged to use JSTOR's name to announce its participation to Authorized Users, provided that Licensee supplies JSTOR with a copy of such announcements.

7.3 Licensee may provide electronic links to the Database from Licensee's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Database to Authorized Users. JSTOR staff will provide assistance to Licensee upon request in creating such links effectively. JSTOR requests notification of the URL(s) of Licensee's web page(s) containing such links. Licensee agrees to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by JSTOR. JSTOR will also work to provide means for Licensee to link directly from records in Licensee's bibliographic computing systems to the content in the Database at the title, issue, and article levels, using standard Internet communications and applications protocols, and such other methods as may be agreed to by JSTOR and the Licensee. Other than the creation of such links, Licensee shall not modify, manipulate, or create a Derivative Work of the Database without the prior written permission of JSTOR.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each party hereby warrants that it is duly organized and validly subsisting, and has full authority to enter into this Agreement.

8.2 Licensee represents and warrants that (a) the list of IP addresses and/or passwords provided to JSTOR in accordance with Section 4.2 above is accurate and valid, and (b) Licensee shall exert reasonable efforts to maintain sufficient security with respect to such IP addresses and/or passwords such that no one other than Authorized Users is or will be able to access the Database.

8.3 Licensee represents and warrants that it is providing no IP addresses to JSTOR that pertain to any campus other than those listed or indicated on page one of this Agreement, or for which access has otherwise been agreed in writing by JSTOR.

8.4 JSTOR will work with Licensee to identify and correct Internet performance problems that affect the usability of Database. JSTOR will use reasonable efforts to ensure that functionality of the Database, as enabled by servers, routers and other equipment and facilities within the control of JSTOR, will be in service 168 hours per week, excepting scheduled downtime for maintenance, repair and upgrading, and excepting downtime due to circumstances or services outside the control of JSTOR, and will be available at least 98% of the time during scheduled operating hours. Scheduled downtime will normally not exceed eight (8) hours per week, and will normally be scheduled between the hours of 10 p.m. and 6 a.m. Pacific time.

8.5 JSTOR represents and warrants that use of the Database by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The foregoing shall not apply, however, to modifications or Derivative Works of the Database created by Licensee or by any third party, nor to improper usage of the Database by Authorized Users. Subject to constraints imposed by or in agreement with journal publishers, JSTOR shall use reasonable efforts to ensure that the journals contained in the Database are complete and faithful replications of the print version of such journals. Licensee may bring to JSTOR's attention any errors or omissions that Licensee identifies in the Materials, and JSTOR will use reasonable efforts to correct such errors or omissions. JSTOR makes no representation or warranty, however, and expressly disclaims any liability with respect to any Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Notwithstanding the foregoing, Licensee agrees to notify JSTOR of any infringement, libel, or other claim pertaining to any Materials of which Licensee becomes aware. Upon such notification or if JSTOR learns of such a claim from another source, JSTOR may remove such Materials from the Database pending the resolution of such claim.

JSTOR certifies that the product being provided to the University of California System is Year 2000 compliant, that is, that it will operate correctly in the Year 2000 and beyond and in situations where dates of the year 2000 are used.

8.6 OTHER THAN THE EXPRESS WARRANTIES STATED IN THIS SECTION 8, THE DATABASE IS PROVIDED ON AN "AS IS" BASIS, AND JSTOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL OR WRITTEN), RELATING TO THE DATABASE OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JSTOR makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. JSTOR further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

8.7 JSTOR shall not be liable for any loss, injury, claim, liability or damage of any kind resulting from the unavailability of the Database, interruption of the services provided hereunder, or arising out of or in connection with Licensee's use of Materials. If the Database fails to operate in conformance with the terms of this Agreement, Licensee shall immediately notify JSTOR, and JSTOR's sole obligation shall be to repair the nonconformity. In no event shall JSTOR's liability exceed the fees paid to JSTOR by Licensee. Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, even if advised of the possibility of a claim.

8.8 It is understood that use of the Database by Licensee and Authorized Users is intended to occur in the United States. JSTOR expressly disclaims all representations and warranties set forth in this Section 8 to the extent invoked in connection with a claim based upon or arising out of usage in any country other than the United States. Access to the Database by Authorized Users outside of the United States may be terminated by JSTOR if warranted, in JSTOR's sole opinion, by applicable laws or regulations. Such termination shall occur upon notice to Licensee, except in exigent cases as warranted in JSTOR's reasonable opinion.

9. INDEMNITY

9.1 Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. Notwithstanding the foregoing, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits.

10. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be delivered by hand or by overnight carrier, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent as specified above. Either party may from time to time change its Notice Address by written notice to the other party.

11. MISCELLANEOUS

11.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written, including but not limited to those agreements entitled JSTOR LIBRARY LICENSE AGREEMENT effective March 6, 1998 between JSTOR and University of California, Los Angeles, and JSTOR LICENSE AGREEMENT effective March 31, 1997 between JSTOR and University of California at Berkeley. No

modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of JSTOR and Licensee.

11.2 This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

11.3 Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties.

11.4 Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

11.5 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.6 Neither party may assign or transfer, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

SCHEDULES

The following Schedules are attached to this Agreement and expressly incorporated herein:

- Schedule A: Payment Terms
- Schedule B: Support
- Schedule C: Hardware and Software Requirements
- Schedule D: Terms and Conditions of Use
- Schedule E: Additional Business Terms

SCHEDULE A
PAYMENT TERMS

Licensee: The Regents of the University of California

The following fees apply to the University of California System institutions specified on the attached pages A-2 to A-10. It is understood that the University of California, Merced will be added to this Agreement at a date following the Agreement Date. There will be _____ Development Fee for this institution, however there will be an Access Fee equivalent to JSTOR's standard fees then in effect.

Database Development Fee

The Database Development Fee shall be _____ and shall be due and payable thirty (30) days after the Agreement Date.

Note: The Database Development Fee listed above does not include the Database Development Fee for University of California, Los Angeles and University of California, Berkeley, which have been previously paid.

Access Fee

The Access Fee shall be _____ and shall be due and payable as of the first day of every calendar year during the Initial or renewal terms of the Agreement. There shall be _____ increases in the Access Fee during the Initial term, however the Access Fee may be subject to _____ hereafter.

The Access Fee for 1998, prorated to reflect the number of months remaining in the calendar year following the Agreement Date, shall be _____ and shall be due and payable thirty (30) days after the Agreement Date. The 1998 Access Fee does not include the 1998 Access Fees for University of California, Los Angeles and University of California, Berkeley, which have been previously paid.

Payment Terms

Any payments made more than sixty (60) days after they are due and payable shall be subject to a

All payments shall be made by check payable to JSTOR.

SCHEDULE B

SUPPORT

JSTOR will offer the following support to assist Licensee and Authorized Users in use of the Database. This support will be provided by JSTOR at reasonable levels during the Initial Term of the Agreement. The parties agree to discuss payment terms for support following the Initial Term.

JSTOR User Services Librarians will serve as contact points for Licensee. Support will begin with the initial implementation of the JSTOR system. Librarians will be available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

The contact information for JSTOR User Services Librarians is as follows:

JSTOR User Services
301 E. Liberty, Suite 310
Ann Arbor, MI 48104-2262

Telephone: (888) 388-5574

Facsimile:
EMAIL:

Installation procedures support will include:

- Assisting with the implementation of the JSTOR system
- Guidance with configuring the printer application on varying platforms
- Initiating contact and communication with other JSTOR users
- Providing general information, background materials, and information for further reading

Continuing support will include:

- Troubleshooting to find solutions to individual problems
- Regular system and project updates via newsletters and email
- Maintenance of discussion groups (listserv and/or email)

In addition, the User Services Librarians will be responsible for the maintenance of helpfiles and user documentation available online in a variety of formats.

SCHEDULE C

HARDWARE AND SOFTWARE REQUIREMENTS

The following hardware and software is required or recommended in order to access the Database. These requirements and recommendations are subject to change.

Minimum Requirements:

Internet connectivity
Graphical web browser
Mac, PC or UNIX workstations with TCP/IP installed Direct parallel or LAN-attached printer

Recommendations for Optimal Performance:

Internet connectivity with at least 1.5 mbits/sec data transfer capacity Monitor with resolution of at least 800x600
Netscape 4.0 Internet software preferred over other browsers
PostScript Level 2 printers offer highest speed printing when this option is selected
Minimum of 32M of RAM memory
At least 12 Mb of free temporary disk space for downloading and printing articles
Printer memory: 4 Mb of memory is recommended for 600 dpi laser printers; memory requirements for other printer configurations may vary

SCHEDULE D

TERMS AND CONDITIONS OF USE OF THE JSTOR DATABASE

By using the JSTOR database you agree to abide by the following Terms and Conditions.

1. JSTOR hereby grants you a nonexclusive, limited license to use the articles and other materials in the JSTOR database (the "Content") in accordance with these Terms and Conditions (the "License"). You may not sublicense, assign or transfer the License, and any attempt at such sublicense, assignment or transfer is void. JSTOR has obtained the right to provide the Content from the publishers of the journals contained in the database, and copyright therein is retained by the publishers.
2. The Content is intended for the personal, noncommercial use of Authorized Users of the JSTOR database. For information on Authorized Users contact your library or organization. You may not download, copy, or store any Content other than (a) one stored electronic and one paper copy of any article, or (b) with prior written permission of JSTOR and the publisher of such Content. You further may not alter or distribute any Content, including but not limited to transmission via email to another computer. You may not download an entire issue of a journal from the JSTOR database; in order to obtain an entire issue of a journal please contact the journal publisher. The restrictions on use of Content as set forth in this License shall survive any termination of the License.
3. Additional restrictions, or fewer restrictions, may apply to your use of certain Content. Copyright is not claimed as to any work of the United States government.
4. You must maintain all copyright and other notices contained in any Content in the course of any use of such Content.
5. The JSTOR database is protected by copyright as a collective work and/or compilation, pursuant to United States copyright laws, international conventions, and other laws. Other than as permitted above with respect to Content, you may not reproduce, publish, distribute, transmit, participate in the transfer or sale of, modify, create derivative works from, display, or in any way exploit, the JSTOR database in whole or in part. You have no rights to the proprietary software and related documentation provided to you to access the JSTOR database ("Access Software"). You may not copy, distribute, modify, reverse engineer, or create derivative works from Access Software.
6. JSTOR® and the JSTOR logo are trademarks of JSTOR. Your use of the JSTOR database implies no right in these trademarks.
7. The JSTOR database may contain links to related World Wide Web sites and resources. JSTOR is not responsible for the availability or contents of these outside resources. You should direct any concerns regarding any such link to its site administrator.
8. JSTOR will not be held liable for any delays, inaccuracies, errors or omissions in the JSTOR database, in the transmission or delivery of all or any part thereof, or for any damages arising from any of the foregoing. JSTOR does not represent or endorse the accuracy or reliability of any Content. The JSTOR database is provided on an "as is" basis without warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. JSTOR further makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time

bomb, logic bomb or other such computer program. You hereby acknowledge that use of the JSTOR database is at your sole risk.

9. You may not authorize use of the JSTOR database by anyone who is not an Authorized User. You may not set up a proxy or anonymous remailer for purposes of allowing access to JSTOR.
10. You shall notify JSTOR of any known or suspected unauthorized use(s) of your account, if applicable, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure or use of your password or IP address. You are responsible for maintaining the confidentiality of your password, if applicable, and for all usage or activity on your account, including use of the account by anyone authorized by you to use your password. Any use of the JSTOR database beyond the scope of the License, knowing use of the password of another, or any fraudulent, abusive, or otherwise illegal activity, may be grounds for termination of your account, or termination of access to JSTOR from your IP address, without notice and at JSTOR's sole discretion. The foregoing shall include but not be limited to activity that may burden JSTOR's server(s) such as computer programs that automatically download Content, commonly known as Web robots, spiders, crawlers, wanderers or accelerators.
11. You hereby indemnify, defend and hold JSTOR, and its officers, directors, agents, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you, or any user of your account, of these Terms and Conditions, including, without limitation, reasonable attorneys' fees. You shall cooperate as fully as reasonably required in the defense of any claim. JSTOR reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.
12. JSTOR may disclose information about usage of the JSTOR database and demographics pertaining thereto so long as such disclosure does not reveal users' personal identities.
13. These Terms and Conditions have been made in and shall be construed and enforced in accordance with New York law. Any action to enforce this agreement shall be brought in New York City.
14. JSTOR may change these Terms and Conditions, or any aspect of the JSTOR database, at any time.

SCHEDULE E

ADDITIONAL BUSINESS TERMS

It is understood that the University of California System will make access to the JSTOR Database available to a defined set of public libraries and community colleges as part of a pilot project that will last for one year, on terms to be mutually agreed upon by JSTOR and the University of California System.