

**LANGUAGE & LITERATURE RIDER  
TO THE JSTOR ARCHIVE LICENSE AGREEMENT**

This Rider is an addendum to, and incorporates by reference all of the terms of, and any amendments or Riders to, the agreement entitled the JSTOR ARCHIVE LICENSE AGREEMENT (the "Agreement") entered into by and between JSTOR and The Regents of the University of California ("Licensee"). In accordance with the terms of the Agreement and in addition to the Collection(s) selected therein, Licensee shall hereby participate in the Collection(s) selected below. Information concerning the contents of the Collections in the JSTOR Archive and fees is available at <<http://www.jstor.org/about/collection.list.html>> and <[http://www.jstor.org/about/na\\_fees.html](http://www.jstor.org/about/na_fees.html)> or upon request to JSTOR. Notwithstanding any statement incorporated by reference or included herein, the parties hereby agree that the University of California, San Francisco and the University of California, Merced shall not participate in the Language & Literature Collection at this time, but may participate at any time in the future upon payment of the pro-rata share of the applicable Access Fee identified below.

In connection with the foregoing, the parties hereby agree as follows:

**JSTOR Classification:**

Very Large: The Berkeley (Charter), Los Angeles, Davis, Irvine, San Diego, and Santa Barbara campuses of the University of California.

Large: The Riverside and Santa Cruz campuses of the University of California

Very Small: The San Francisco and Merced campuses of the University of California

**Archive Capital Fee**

The Archive Capital Fee for participation in the JSTOR Language & Literature Collection by all of the campuses\* identified above shall be

\*The University of California, Merced is expected to open during 2004 and reserves the right to activate in the future and will pay the appropriate Archive Capital Fee.

**Access Fee**

The Access Fee for participation in the Collection by all of the campuses\* identified above shall be

\*The University of California, San Francisco and the University of California, Merced will not be activating access but reserve the right to activate in the future and will pay the appropriate pro-rata Access Fee.

**Payment Terms**

The total Archive Capital Fee indicated above shall be due and payable sixty (60) days after the date of invoice. The total Annual Access Fee indicated above shall be due and payable as of the first day of every calendar year during the initial or renewal terms of the Agreement. These fees are in addition to any Archive Capital Fee(s) or Annual Access Fee(s) payable under the Agreement or any amendments or Riders thereto. The above total Annual Access Fee for the first year shall be prorated to reflect the number of months remaining in the calendar year following the date of access to the JSTOR Archive is established and shall be due and payable sixty (60) days after the date of invoice. The Annual Access Fees are subject to reasonable annual increases.

Any payments made more than sixty (60) days after they are due and payable shall be subject to \_\_\_\_\_ annual interest charge. All payments shall be made by check payable to JSTOR.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Rider by their duly authorized representatives as of the date indicated below.

**LICENSEE**    **California Digital Library**  
**Address:**    University of California, Office of the President  
                  415 20<sup>th</sup> Street, 4<sup>th</sup> Floor  
                  Oakland, CA 94612

**JSTOR**  
**Address:**    120 Fifth Avenue  
                  5<sup>th</sup> Floor  
                  New York, NY 10011

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:**    Associate University Librarian

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:**    General Counsel

**DATE:** Aug 23, 2002

**DATE:** Sept 18, 02