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IT IS AGREED AS FOLLOWS:

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"Authorised School"	means an Eligible School that is listed in the Form attached to the Licence and is covered by the Fee, for as long as the Licence remains in effect.
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“Commercial Use”	means use of the Licensed Material for the purpose of monetary reward (whether by or for the Institution or an Authorised User) by means of the sale, resale, loan, transfer, reproduction, display, performance, distribution, hire or other form of exploitation of the Licensed Material or Artstor Content. For the avoidance of doubt, neither the recovery of direct cost by the Institution from Authorised Users, for example, photocopying charges, overdue loan charges, binding services or any levy to the Institution’s patrons or sponsors, nor use by the Institution or Authorised Users of the Licensed Material in the course of research funded by a commercial organisation is deemed to constitute Commercial Use. It is understood that publication of the Licensed Materials or Artstor Content, including but not limited to scholarly publications that are available for purchase, constitutes Commercial Use.
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“DMCA”	means the Digital Millennium Copyright Act at 17 U.S.C. § 512.
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"Eligible Schools"	means any school funded by the Licensee.
"Fee"	means the fee as set out in Annex 1
"Form"	means the form used by JCS Online Resources Limited as part of the JCS online ordering service. A sample copy of the form is attached to this Licence in Annex 2. Once the completed form has been received by the JCS online ordering service, an Order Confirmation Email (Publisher) will be sent to the Publisher by JCS repeating the information on the form regarding the name of the Licensee, the resource, the preferred access method, the start and end date of the subscription period and confirming the date on which the Licensee accepted the terms and conditions of the Licence.
"Institution"	means Licensee and/or Authorised School.
"Intellectual Property Rights"	means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
"Law"	Means any jurisdiction's law, statute, or regulation.
"Licensed Material"	means the service licensed to the Institution and its Authorized Users under this Licence known as the Artstor on JSTOR, which is comprised of the Artstor Content and

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“Third Party Right”	means any third party right, including, without limitation, any patent, trademark, trade secret, copyright or other proprietary or contractual right.

- 1.2 Headings contained in this Licence are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- 1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. GRANT OF LICENCE

- 2.1 In consideration for the Fee, the Publisher hereby grants the Institution, subject to and in accordance with the terms of this License, a limited, non-exclusive, non-transferable licence to access and use the Licensed Material only for Educational Purposes and to allow Authorised Users to access and use the Licensed Material only for Educational Purposes.

3. PERMITTED USES

- 3.1 Throughout the term of this Licence, the Institution may, in accordance with the terms and conditions of this Licence and the Terms and for Educational Purposes only;
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- 3.1.6 use parts of the Licensed Material for any other uses provided such uses are approved in writing by Artstor.
- 3.2 This Licence shall be deemed to complement and extend the rights of the Licensee, Authorised Schools and Authorised Users under the Copyright, Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 and nothing in this Licence shall constitute a waiver of any statutory rights held by the Licensee, Authorised Schools and Authorised Users from time to time under these Acts or any amending legislation except as otherwise stated in the Terms.

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- 5.1 The Institution will:
- 5.1.1 give passwords or other access information only to Authorised Users and use all

reasonable efforts to ensure that Authorised Users do not give their passwords or other access information to anyone else;

- 5.1.2 provide to the Publisher the necessary access information such as lists of valid IP addresses or a Referring URL, and update the Publisher when there is a change;
- 5.1.3 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;
- 5.1.4 use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence and the Terms;
- 5.1.5 use all reasonable efforts to monitor compliance with the terms of this License and notify the Publisher immediately and provide full particulars on becoming aware of any of the following: (a) any known or suspected unauthorised access to or use of the Licensed Material or known or suspected unauthorised use of any of Licensee's and/or the Authorised School's password(s); or (b) any breach by an Authorised User of the terms of this Licence or the Terms. Upon becoming aware of any breach of the terms of this Licence the Licensee or Authorised School, in consultation with Publisher, further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Licensee's or Authorised School's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence;
- 5.1.6 comply with all industry standard computer security procedures, including security procedures hereafter developed, required by Artstor and/or a third party duly appointed by Artstor and take all reasonable steps to ensure the security of the Licensed Material;
- 5.1.7 Provide lists of IP addresses to Publisher and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time;
- 5.1.8 ensure that local proxy server bypass lists include "*.artstor.org" in order to facilitate authentication by bypassing the national cache;
- 5.1.9 be responsible for establishing and maintaining hardware and Internet access to provide access to and to transmit the Licensed Material to Authorized Users. Licensee understands that Internet browser software is required to access the Licensed Material. Licensee understands that from time to time the Licensed Material may be added to or modified by Artstor, the portions of the Licensed Material may migrate to other formats, and that the hardware platforms and browsing software required and/or recommended for accessing the Licensed Material may be updated.

5.2 Licensee undertakes to the Publisher that the computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the Licensed Material, and that during the term of this Licence, Licensee will make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

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- 6.1 Artstor shall ensure access and use of the Licensed Material in accordance with the provisions as laid down in this Licence.
- 6.2 Artstor shall cause product support to be provided to the Institution and to Authorised Users.

7. USAGE DATA

- 7.1 The parties shall co-operate in gathering any data on usage of the Licensed Material that is available to them during the term of this Licence, and shall provide such data to each other upon request. Notwithstanding the foregoing, the parties shall not provide data from which an individual user could be identified, unless such disclosure is reasonably necessary for pursuing a claim or investigation concerning alleged violation(s) of the User Rules, is in response to a subpoena, court order, or other legal proceeding, or has been consented to by the user.

8. FEE

- 8.1 The Licensee will pay the Fee to the Publisher through JCS Online Resources Limited for the rights granted to the Licensed Material in the amount and upon terms as set out in Annex 1. The Publisher has instructed JCS Online Resources Limited to issue invoices to Authorised Schools in respect of the Fee.

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- 9.1 The term of this Licence will commence upon the start date as set out in the Form and will remain in full force and effect until terminated by the Licensee by giving the Publisher and JCS Resources Limited 2 months' notice before the annual renewal date. Artstor reserves the right to delay access or cancel this Licence if adequate access information is not provided.
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- 9.3 Upon termination of this Licence by the Institution due to a material breach or repeated other breaches by the Publisher, the Publisher will reimburse the Institution a pro rata proportion of the Annual Access Fee paid by the Institution for the unexpired period of this Licence.
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- 11.1 The Institution represents and warrants that it has sufficient authority and rights to enter into and perform its obligations under this Licence and has caused this Licence to be executed by a duly authorised representative.
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- 11.8 The Institution represents to the Publisher that its computer system through which the Licensed Material will be used is configured and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User; that it shall inform Authorised Users about the conditions of use of the Licensed Material; and that during the term of this Licence, the Institution will continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.
- 11.9 The Institution represents and warrants that (a) the list of IP addresses and/or passwords provided to the Publisher in accordance with Section 5.1.6 herein is accurate and valid, and (b) the Institution shall exert all reasonable efforts to maintain sufficient security with respect to such IP addresses and/or passwords such that no one other than Authorised Users is or will be able to access the Licensed Material.
- 11.10 The Publisher will try to provide continuous availability of the Licensed Material. However, it may not be available from time to time due to server maintenance, software installation or testing, the loading of Artstor Content as it becomes available, and downtime relating to equipment or services outside the control of the Publisher, including but not limited to public or private telecommunications services or Internet nodes or facilities. The Publisher will not be liable for any loss, injury, claim, liability, or damage of any kind resulting from the unavailability of the Licensed Material, interruption of the services provided hereunder, or arising out of, or in connection with, any party's use, reproduction, display, distribution, or performance or access to the Licensed Material. If the Licensed Material fails to operate in conformance with the terms of this Licence, Institution will promptly notify the Publisher, and Publisher's sole obligation will be to repair the nonconformity.

12. FORCE MAJEURE

- 12.1 Either party's failure to perform any term or condition of this Licence as a result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Licence.
- 12.2 If either party to this Licence is prevented or delayed in the performance of any of its obligations under this Licence by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

13. ASSIGNMENT

13.1 Except as permitted for under this Licence, neither this Licence nor any of the rights and obligations under it may be assigned by either party without obtaining the prior written consent of the other party, such consent shall not unreasonably be withheld or delayed, provided, however, that Publisher may assign this Agreement or any of its rights and obligations hereunder to its affiliates and successors in interest, including Ithaka Harbors Inc., upon written notice of any such assignment. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Licence and agrees to be bound to all the terms of this Licence.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Licence shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the English courts, provided that if a dispute arises in relation to the validity, infringement or effect of any intellectual property right in connection with this Licence, such dispute shall be decided in accordance with and governed by the laws of the United States.

14.2 Prior to the filing of any suit with respect to any dispute arising under or relating to this Licence (other than a suit seeking injunctive relief with respect to the infringement of intellectual property rights or breach of the confidentiality provisions hereof), the aggrieved party will request in writing senior management involvement of the Publisher, the Institution and JCS Online Resources Ltd in the negotiation of an amicable resolution. The parties will use their best efforts in good faith to arrange personal meetings and/or telephone conferences as needed and mutually convenient to the management personnel involved within the fifteen (15) day period following the request for dispute resolution negotiations (the "Negotiation Period"), and no lawsuit will be commenced with respect to the dispute during such Negotiation Period.

14.3 If a resolution is not achieved within the Negotiation Period then the parties will resolve such dispute through binding arbitration before a single, neutral arbitrator. No later than fifteen (15) days following the end of such Negotiation Period either party will have the right to demand arbitration of the dispute by serving the other party with a Notice of Intention to arbitrate specifying, in reasonable detail, the claims asserted and the facts upon which they are based. The parties will select a neutral arbitrator, or, if unable to mutually select a neutral arbitrator within fifteen (15) days following service of the Notice of Intention, the party serving such Notice will request, with a copy to the other party, the Center for Dispute Resolution England to assist in the selection of the neutral arbitrator. The parties agree that the arbitration hearing will be held in London, England in accordance with the Arbitration Act 1996.

14.4 The parties will cooperate reasonably in exchanging information and materials sufficient to apprise each other fully with regard to their contentions in the arbitration proceeding. The arbitrator will accommodate joint proposals by the parties on any issue pertaining to the arbitration.

14.5 The costs of arbitration will be apportioned by the arbitrator in its award in such manner as the arbitrator deems just taking into account the circumstances of the case, the conduct of the parties during the proceeding, and the result of the arbitration. Any costs of arbitration that must be paid prior to the arbitrator's award will be borne, in the first instance, equally between the parties, without prejudice to the arbitrator's final apportionment. Judgment on any award of the arbitrator may be entered in any court of competent jurisdiction.

15. NOTICES

15.1 All notices required to be given under this Licence shall be given in writing in English and sent by electronic mail, fax, mail, courier or special delivery to the relevant addressee at its address set out below or to such other address as may be notified by either party to the other from time to time under this Licence, and all such notices shall be deemed to have been received three (3) days after the date of posting in the case of special delivery or despatch in the case of courier. Copies of notices are to be sent to JCS Online Resources.:

if to the Institution

to the Primary contact on the Form

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General Counsel
6 East 32nd Street, 10th Floor
New York, NY 10016
Telephone: (212) 500-2373
Fax: (212) 358-6499
E-mail: copyright@artstor.org

if to JCS Online Resources

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Parkway Court, John Smith Drive,
Oxford OX4 2JY, UK
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16. GENERAL

16.1 This Licence, Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.

16.2 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Licence and any reference to this Licence shall include the Schedules and Annexes.

16.3 No provision in this Licence is intended to be enforceable by a person who is not a party to this Licence.

- 16.4 The invalidity or unenforceability of any provision of this Licence shall not affect the continuation in force of the remainder of this Licence.
- 16.5 The parties will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery. The parties represent and affirm that no bribes or corrupt actions have or will be offered, given, received or performed in relation to the procurement or performance of this Agreement. For the purposes of this clause, “bribes or corrupt actions” means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws. JCS Online Resources and Institution will not, directly or indirectly, make any such payment while this Agreement is in effect.
- 16.6 The rights of the parties arising under this Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Licence or of any breach of this Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

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