

JSTOR® ARCHIVE LICENSE AGREEMENT

(Please type or print clearly)

Licensee (Institution) Name: Universidad Nacional de Quilmes (UNQ)
Licensee Address: Rapue Saenz Peña 180. Bernal (Prov. de Buenos Aires)
Agreement Date: October 20, 2005

Contact Information: Please ensure this information remains current by providing regular updates.

Licensee Primary Contact:

(responsible for overseeing participation)
Attn: Carina Aranda, Coordinadora Bca
Address: Rapue Saenz Peña 180
Bernal, Prov. Bs. As. Argentina
C.P. B1876 BXD

Licensee Technical Contact:

(responsible for providing IP information for access)
Attn: Sergio Napolitano, Sec. de Comunicacion
Address: Rapue Saenz Peña 180
Bernal, Prov. Bs. As. Argentina
C.P. B1876 BXD

Telephone: 54 11 4365-7130
Facsimile: 54 11 4365-7130 int. 189
E-Mail: bibunq@unq.edu.ar

Telephone: 54 11 4365-7100 int. 300
Facsimile: 54 11 4365-7100 int. 300
E-Mail: sergio@unq.edu.ar

Licensee Legal Notice Contact:

(responsible for administering legal material)
Attn: Liliana Semonile, Sec. Investigaciones
Address: Rapue Saenz Peña 180
Bernal, Prov. Bs. As. Argentina
C.P. B1876 BXD

JSTOR Legal Notice Contact:

Attn: Nancy Kopans, General Counsel
JSTOR
149 Fifth Avenue, 8th Floor
New York, New York 10010
United States
Telephone: (212) 358-6400
Facsimile: (212) 358-6499
E-Mail: nk@jstor.org

Telephone: 54 11 4365-7113
Facsimile: 54 11 4365-7113
E-Mail: secretaria-investigaciones
@unq.edu.ar

If this license is to cover multiple campuses, please list the campuses below:

Note: JSTOR may consider certain campuses to be separate institutions, and fees and license terms will be determined accordingly

Sede Bernal. Sede Florencio Varela. Sede IEC.

Campus IP Information (addresses or domain ranges for computers on your campus(es)):

Note: This Agreement is intended to cover the entire Licensee identified above as of the date of this Agreement, including all departments, campuses, and professional schools. Therefore, please include IP information covering the entire Licensee. If IP information is not available upon completing this Agreement, JSTOR User Services staff will contact the Technical Contact listed above to obtain the information and initiate access. JSTOR reserves the right to delay access or cancel this Agreement if adequate IP information is not provided.

200.49.110.1 to 200.49.110.254 170.210.73.1 to 170.210.73.254
200.63.28.121 to 200.63.28.126 200.49.97.165

Are you currently using a proxy server to provide access to restricted resources? Yes _____ No X

If yes, please provide the IP Information of the proxy server: _____

If yes, please also provide the URL of the webpage that offers information about how to use the proxy: _____

Do you have plans to do so in the future? Yes _____ No X

Do you provide to users any other means of access to restricted resources from machines outside of your campus IP domain? Yes _____ No X

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

LICENSEE
BY: [Signature]
NAME: Daniel Gomez
TITLE: Rector UNQ

JSTOR
BY: [Signature]
NAME: Michael P. Spinella
TITLE: Executive Director

JSTOR ARCHIVE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between JSTOR, a United States 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 are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

"Agreement Date" means the date first above written.

"Archive" 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.

"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).

"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 Archive.

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

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

"User Rules" means those terms and conditions for use of the Archive that appear on certain screen displays in the Archive as such may be amended from time to time, or that are otherwise provided to Licensee or to Authorized Users by JSTOR. 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 Archive, solely for an Authorized User's personal, noncommercial use.

2. CONTENT OF ARCHIVE; GRANT OF LICENSE

2.1 The Archive shall consist of the non-current issues of scholarly journals contained in the Collections selected by Licensee in Schedule A. For purposes of this Agreement, "non-current issues" shall begin with the earliest published issue of each journal, and, depending on the journal, continue until a date no more recent than one year prior to the most current published issue. A list of all journals currently available in the JSTOR Collections is provided at <http://www.jstor.org/about/collection.list.html> or upon request to JSTOR.

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

3. USE OF ARCHIVE

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

3.2 No use that exceeds the User Rules may be made of the Archive 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 Archive for commercial purposes, including but not limited to the sale of Materials, fee-for-service use of the Archive, or bulk reproduction or distribution of Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Archive 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 Archive or the Materials; (b) use Materials in a manner that would infringe the copyright therein under the laws of any country; or (c) copy, download, or attempt to download an entire issue or issues of a journal from the Archive or substantial portions of the Archive. 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 all reasonable efforts to protect the Archive 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 Archive. JSTOR and Licensee shall from time to time consult on the establishment of further measures to inform Authorized Users of the availability of the Archive and of the User Rules.

3.4 In the event of any unauthorized use of the Archive by an Authorized User, (a) JSTOR may suspend or terminate such Authorized User's access to the Archive, (b) JSTOR may suspend or terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall suspend or terminate such Authorized User's access to the Archive upon JSTOR's request.

3.5 It is understood that Licensee may wish to use the Archive for the purpose of fulfilling occasional requests from other collections, a practice commonly called Interlibrary Loan. Licensee may use Materials that have been printed from the Archive in Interlibrary Loan in accordance with U.S. and international copyright laws and conventions. Only printed Materials, and not electronic copies of such Materials, may be used in Interlibrary Loan. JSTOR shall provide, in a publicly accessible area of the Archive, information to facilitate direct contacts with publishers for the provision of Materials or for other permissions.

3.6 The parties shall cooperate in gathering data on usage of the Archive, 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 or is in response to a subpoena, court order, or other legal proceeding.

4. DELIVERY; SUPPORT

4.1 The Archive 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 Archive available online in digital form to Licensee and Authorized Users within ten (10) days of when this Agreement is signed and received by JSTOR and the Collection(s) selected are publicly available, provided, however, that IP addresses or passwords shall have been provided to JSTOR pursuant to Section 4.2 herein.

4.2 Access to the Archive shall be controlled by JSTOR through the use of IP addresses and/or, at JSTOR's sole discretion, 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 terms and conditions of this Agreement shall apply to any such updates. Licensee shall cooperate with JSTOR 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 Archive, 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 Archive to Authorized Users. Licensee understands that Internet browser software is required to access the Archive. Schedule C attached hereto and incorporated herein sets forth hardware platforms and browsing software required and/or recommended for accessing the Archive. Licensee understands that from time to time the Archive may be added to or modified by JSTOR, that portions of the Archive may migrate to other formats, and that the terms of Schedule C may be updated.

5. FEES

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 Archive 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, as well as for all costs associated with printing from the Archive. Licensee shall further be responsible for all costs, fees and taxes relating to Licensee's or Authorized Users' use of the Archive.

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, 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 (a) JSTOR believes that Licensee has exceeded the scope of the License, or (b) any payment due JSTOR pursuant to Schedule A attached hereto has not been received, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) 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 thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. In addition, JSTOR may terminate Licensee's access to the Archive immediately (a) if, in JSTOR's reasonable opinion, the cumulative effect of violations of User Rules by Authorized Users justifies such termination, or (b) upon Licensee's bankruptcy or change of ownership.

6.3 Upon termination of this Agreement all online access to the Archive 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 Archive 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 Archive, 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 upon JSTOR's request.

7.3 Licensee may provide electronic links to the Archive from Licensee's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Archive to Authorized Users. JSTOR will provide assistance to Licensee in creating such links effectively through supplemental online instructions. Linking guidelines shall be provided in connection with the supplemental instructions and shall provide that, among other things, Licensee agrees to cooperate in testing the links and to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by JSTOR. JSTOR may request notification of the URL(s) of Licensee's web page(s) containing such links. Other than the creation of such links, Licensee shall not modify, manipulate, or create a Derivative Work of the Archive without the prior written permission of JSTOR.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each party hereby represents and warrants that it is duly organized and validly subsisting and has full authority to enter into this Agreement and to bind the party to the terms and conditions herein. Each party further represents and warrants that it has caused this Agreement to be executed by a duly authorized representative. Licensee represents and warrants that the contact information provided on page one (1) of this Agreement and all updates thereto ("Contact Information") are provided with the full consent of the individuals identified and that the use of such information in connection with the performance of this Agreement shall not constitute a violation of any privacy or related law, regulation, or policy. It is understood that the Contact Information shall be used solely in connection with the performance of this Agreement, including but not limited to communicating with Licensee about JSTOR participation.

8.2 Licensee further represents and warrants that it is organized and operated for charitable, scientific, literary or educational purposes, or that it is a government entity, and that no part of the net earnings of such organization inures to the benefit of any private shareholder or individual

8.3 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 Archive.

8.4 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. JSTOR reserves the right to assess additional fees and require additional license terms or separate license agreements in the event that Licensee provides IP addresses pertaining to campuses other than those listed or indicated on page one of this Agreement. Licensee represents and warrants that it is not providing access to the JSTOR Archive to campuses other than those listed or indicated on page one of this Agreement, or for which access has otherwise been agreed to in writing by JSTOR. JSTOR reserves the right to assess additional fees and require additional license terms or separate license agreements in the event that campuses other than those listed or indicated on page one of this Agreement, or distance education programs, are sought to be added in the future.

8.5 The Archive has been developed and is maintained with reasonable professional care. JSTOR shall use reasonable efforts to provide continuous availability of the Archive online subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of journals as they become available, and downtime related to equipment or services outside the control of JSTOR including public or private telecommunications services or internet nodes or facilities.

8.6 JSTOR represents and warrants that use of the Archive 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 Archive created by Licensee or by any third party, nor to improper usage of the Archive 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 Archive are complete and faithful replications of the print versions of such journals. JSTOR makes no representation or warranty, however, and expressly disclaims any liability with respect to the content of 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 Archive pending the resolution of such claim.

8.7 OTHER THAN THE EXPRESS WARRANTIES STATED IN THIS SECTION 8, THE ARCHIVE 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 ARCHIVE 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.

8.8 Licensee shall comply with all applicable laws and regulations in its exercise of the License granted herein. Licensee represents and warrants that it shall effect or obtain all non-U.S. governmental or regulatory filings, registrations, and approvals required in connection with this Agreement ("Approvals"), and shall pay any costs associated therewith. Licensee's failure to comply with all applicable laws and regulations, or to effect or obtain Approvals, shall constitute material breach; Licensee agrees to indemnify JSTOR for any costs incurred by JSTOR arising therefrom. Licensee shall inform JSTOR of any laws or regulations of Licensee's country that require any change to this Agreement. JSTOR may terminate this Agreement if warranted by a change in any such laws or regulations.

8.9 JSTOR shall not be liable for any loss, injury, claim, liability or damage of any kind resulting from the unavailability of the Archive, interruption of the services provided hereunder, or arising out of or in connection with Licensee's use of Materials. If the Archive 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, and 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.

9. GOVERNING LAW

9.1 This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of New York or United States Federal law, as applicable, excluding any such laws that might direct the application of the laws of another jurisdiction. The parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods.

9.2 Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration, including joint and/or consolidated arbitration where practicable, conducted in English, in New York, New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to exclude any right of application or appeal to other than United States courts in connection with any question of law arising in the course of the arbitration, or with respect to any award made.

9.3 The English language version of this Agreement shall be controlling over any other version.

10. NOTICES

All notices given pursuant to this Agreement shall be in writing and in English, 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. 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 The parties hereto agree to execute, acknowledge, and deliver all such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.

11.7 The License herein granted is nontransferable and nonassignable. Licensee shall not sublicense, convey, pledge, encumber or otherwise dispose of this Agreement, or any right, interest or obligation thereunder, directly or indirectly, without the prior written consent of JSTOR. This Agreement shall be binding upon any permitted successor to Licensee, or to all or substantially all of the assets of Licensee.

**SCHEDULE A
COLLECTIONS AND PAYMENT TERMS**

Licensee: Universidad Nacional de Pinaros
 JSTOR Classification: VERY SMALL

The parties hereby agree that Licensee shall participate in the Collection(s) selected below. Information concerning the content of the JSTOR Collections in the JSTOR Archive is available upon request to JSTOR or at <<http://www.jstor.org/about/collection.list.html>>.

Collections	Check to Select	Archive Capital Fee	Annual Access Fee
Arts & Sciences I:	<input checked="" type="checkbox"/>	U.S. \$ <u>6,500</u>	U.S. \$ <u>1,300</u>
Arts & Sciences II:	<input checked="" type="checkbox"/>	U.S. \$ <u>1,300</u>	U.S. \$ <u>650</u>
Arts & Sciences III:	<input type="checkbox"/>	U.S. \$ <u>—</u>	U.S. \$ <u>—</u>
Arts & Sciences IV:	<input checked="" type="checkbox"/>	U.S. \$ <u>1,625</u>	U.S. \$ <u>780</u>
Arts & Sciences Complement:	<input type="checkbox"/>	U.S. \$ <u>—</u>	U.S. \$ <u>—</u>
Biological Sciences:	<input type="checkbox"/>	U.S. \$ <u>—</u>	U.S. \$ <u>—</u>
Business:	<input type="checkbox"/>	U.S. \$ <u>—</u>	U.S. \$ <u>—</u>
Ecology & Botany:	<input type="checkbox"/>	U.S. \$ <u>—</u>	U.S. \$ <u>—</u>
General Science:	<input type="checkbox"/>	U.S. \$ <u>—</u>	U.S. \$ <u>—</u>
Language & Literature:	<input type="checkbox"/>	U.S. \$ <u>—</u>	U.S. \$ <u>—</u>
Mathematics & Statistics:	<input type="checkbox"/>	U.S. \$ <u>—</u>	U.S. \$ <u>—</u>
Music:	<input type="checkbox"/>	U.S. \$ <u>—</u>	U.S. \$ <u>—</u>
TOTAL:		U.S. \$ <u>—</u>	U.S. \$ <u>—</u>

Payment Terms

The total Archive Capital Fee shall be due and payable sixty (60) days after the date of invoice. Licensee shall be invoiced for the total Annual Access Fee indicated above on or about the beginning of every calendar year during the initial and renewal terms of this Agreement. 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 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.

All payments provided for in this Agreement shall be paid in United States Dollars, in an amount to be calculated and established at the time payment is due such that after deduction for any taxes, assessments or charges levied, assessed or imposed which Licensee, JSTOR or any other party shall be required to pay or withhold in respect to or calculated with reference to such amount, the remainder actually received by, and due and payable to JSTOR shall be the amounts specified in this Agreement. Any payments made more than thirty (30) days after they are due and payable shall be subject to a 10% annual interest charge.

Should, at any time, payments required of Licensee be subject to government regulations or prohibitions, Licensee shall use its best efforts to obtain such governmental authorization as may from time to time be required by applicable law in order to promptly and duly meet the payment obligations set forth above. If such authorization is obtained, payments due shall be paid promptly. In the event any law or regulation for the time being in force shall prohibit or restrict the transfer of part or all of such payments, Licensee shall deposit in national currency, at the governing rate of exchange, any sum or sums that may become due and payable to the credit of JSTOR with such bank or other institution, if permitted, as JSTOR may direct. In these instances, Licensee will deliver to JSTOR the

certificate of deposit by Licensee in the account of JSTOR of any payments due. Nothing contained in this provision shall be construed to relieve Licensee of its obligations to make payments and to be diligent in its efforts to remit all payments required under this Agreement to JSTOR in United States currency whenever there are no legal impediments.