

JSTOR FORUM PRODUCT RIDER: PROFESSIONAL SERVICES

This product rider (“Product Rider”) amends the IPA entered into between Licensee and Licensors for the services specified therein. Unless otherwise defined herein, capitalized or defined terms herein have the same meaning as those in the JSTOR Forum Terms and Conditions, available at <http://www.artstor.org/content/terms-and-conditions-use-shared-shelf>.

It is understood by the parties that Licensee seeks professional services in addition to the other services provided by Licensors under the IPA, and subject to applicable fees. The Parties hereby agree as follows:

- A. Scope of Professional Services. Licensors are happy to provide JSTOR Forum Licensees with a range of services to help them maximize the performance and value from their implementation of JSTOR Forum. Implementation Managers (defined below) will help Institution’s optimize their use of JSTOR Forum by surveying Licensee’s specific needs and strategy for using JSTOR Forum, engaging in calls and emails to develop an implementation plan, assisting in training and support, walking Licensee through the administrative tools, and assisting in strategies for migrating content and metadata (“Professional Services”).
- B. Retention. Licensee may retain Licensors to provide Professional Services, as set forth in a signed quote (“Quote”). Such Quote will be attached hereto and incorporated herein by reference.
 - a. *Pre-Ordered Blocks:* Licensee may purchase Professional Services in advance in bundles, to be used towards Professional Services at a later date.
 - b. *Specific Projects:*
 - i. *Defining Scope of Project:* Licensee may retain Licensors to provide Professional Services on a particular project. Licensee and Licensors will analyze Licensee’s needs and mutually determine the scope of the Professional Services to be provided (“Project”).
 - ii. Within a reasonable period of time following the parties’ determination of the Project’s scope, Licensors will create a quote, which will detail the deliverables (“Deliverables”), project timeline and estimated costs for the project (“Quote”). Such Quote will be attached hereto and incorporated herein by reference.
 - iii. *Change Requests:* Should Licensee seek to change the scope of the Project, Licensee will notify Licensors and Licensors will create a revised Quote, which may include additional charges. Any changes to the scope of the Project must be approved in advance by both Licensors and the Project Sponsor (defined below).
 - iv. *User Acceptance Review.*
 - 1. *Acceptance.* Within three weeks of Licensors’ completion of the Project, Licensee will review the Deliverables and communicate to Licensors whether such Deliverables reasonably meet the specifications in the Quote. If the Deliverables reasonably meet the Quote’s specifications, the Project is deemed accepted (“Acceptance” or “Accepted”).
 - 2. *Revision.* In the event the Project is not Accepted, Licensors will promptly make reasonable changes to the Deliverables to conform with the Quote’s specifications.
 - 3. *Failure to Review Deliverables.* In the event that Licensee fails to review the Deliverables within the three-week period described above, Licensors reserves the right to reschedule any follow-up work required, as well as reassign the Implementation Manager. In the event that Licensee fails to review the Deliverables with three months of Licensors’ completion of the Project, Licensors reserves the right to cancel any further obligations. Notwithstanding the foregoing, Licensee will be responsible for paying Licensors for all work already performed.
 - c. Professional Services may be retained via other methods, which can be discussed with your dedicated Implementation Manager.

- C. Licensee's Duties to Cooperate. Licensee, or its representative, shall cooperate with Licensor throughout a Project, and make itself available to answer questions that might arise during Licensor's provision of Professional Services. Licensee's failure to cooperate may result in additional hourly charges for Professional Services and shall release Licensor from its obligations pertaining to a Project's timeline and costs.
- D. Project Sponsor and Dedicated Implementation Manager. Promptly upon execution of this Annex, Licensee will appoint a single Project Sponsor, who will have binding authority to make decisions on behalf of Licensee in connection with any Professional Services or Projects. Licensor will also promptly assign a dedicated Implementation Manager, who will be the principal point of contact for Licensee regarding any Professional Services or a Project.
- E. Availability. Implementation Managers shall be available by telephone and e-mail from 9 a.m. to 6 p.m. Eastern Time.