

CERTIFICATE OF AUTHENTICITY OF BUSINESS RECORDS

I, [REDACTED], attest that:

I am employed by Ithaca;

that my official title is [REDACTED] and that I
have been appointed the keeper of the attached records.

Each of the attached records is the original or a duplicate of the original
records in the custody of Ithaca.

I further state that:

- (a) these records were made, at or near the time of the occurrence of the matters set forth, by (or from information transmitted by) a person with knowledge of those matters;
- (b) these records were kept in the course of regularly conducted business activity; and
- (c) it was the regular practice of this business to make such records.

I certify that the foregoing is true and accurate, to the best of my knowledge and belief.

Executed on June 17, 2011
Date



New York, NY
Location

DEBEVOISE & PLIMPTON LLP

Tel [REDACTED]
Fax [REDACTED]
www.debevoise.com

June 9, 2011

[REDACTED]
ITHAKA
[REDACTED]

Invoice No. : 1225767
Matter No.: [REDACTED]

FOR PROFESSIONAL SERVICES AND ADVICE rendered during the period from April 29, 2011 through June 8, 2011 in connection with the negotiation and execution of an agreement with A. Swartz, including review of relevant law; drafting and revising the agreement; review of background information, and conversations and communications with client, [REDACTED], [REDACTED], [REDACTED] and others.

Total Fees	\$	\$32,027.00
Less 10% Discount	\$	(3,202.70)
Document Preparation, Communication, Other Charges and Disbursements	\$	<u>0.00</u>
Total.....	\$	<u>\$28,824.30</u>

Payment due Upon Receipt
Payment May Be Made By Wire Transfer to
Account # [REDACTED]

[REDACTED]



Phil & Co



Invoice

Date	Invoice #
4/15/11	IT-01

Bill To
Ithaca

Description	Qty	Rate	Amount
Strategic Communications Consultation		6,000.00	6,000.00
		Total	\$6,000.00
Pay online at: https://ipn.intuit.com/srw3qjp		Payments/Credits	\$0.00
		Balance Due	\$6,000.00




Phil & Co



Invoice

Date	Invoice #
5/15/11	IT-02

Bill To
Ithaka 

Description	Qty	Rate	Amount
Strategic Communications Consultation		10,000.00	10,000.00
		Total	\$10,000.00
		Payments/Credits	\$0.00
		Balance Due	\$10,000.00



Phil & Co



Invoice

Date	Invoice #
6/15/11	IT-03

Bill To
Ithaca

Description	Qty	Rate	Amount
Strategic Communications Consultation		10,000.00	10,000.00
		Total	\$10,000.00
		Payments/Credits	\$0.00
		Balance Due	\$10,000.00

PRIVILEGED AND CONFIDENTIAL

ENGAGEMENT LETTER

VIA EMAIL ([REDACTED]@ithaka.org)

May 23, 2011



Dear [REDACTED]

Thank you for engaging Stroz Friedberg, LLC. This letter (the "Agreement") will serve to document the terms and conditions of the agreement that constitutes this Engagement.

Services

JSTOR ("Client") has requested that Stroz Friedberg, LLC ("Stroz Friedberg") provide consulting and technical services regarding data analytics and transaction monitoring services ("the Engagement").

Fees

(a) General Rates. Stroz Friedberg charges for the time devoted to the Engagement on an hourly fee basis at rates in effect from time to time. The current hourly rates are set forth as follows: for Forensic Examiners, \$330 to \$525 per hour; for Engagement Managers, including Vice Presidents, Managing Directors, and Co-Presidents, \$525 to \$975 per hour; and for administrative staff and lab/evidence technicians, \$90 to \$205 per hour. The rate for machine time devoted to running a forensic process is \$95 per hour. These rates apply generally to forensic imaging and analysis, technical and strategic consulting, e-discovery advice and consulting, cyber-crime response, computer security and infrastructure protection work, and travel. The use of subcontractors, if needed, will be charged at Stroz Friedberg's rates.

(b) Electronic Discovery Services. Upon Client's request, Stroz Friedberg will furnish electronic discovery consulting at hourly rates set forth above. Other services including early case assessment ("ECA"), full data processing (e.g., filtering for duplicates, near-duplicates, keywords and advanced data extraction), load file creation, and online hosting will be provided at prices set forth in Exhibit A. A Statement of Work ("SOW") that specifies requested e-discovery services and terms shall also apply.

(c) Business Intelligence and Investigative Services. Forensic accounting, due diligence, or investigation services requested by Client will be performed by our Business Intelligence and Investigative division at \$250 to \$550 per hour. Psycho-linguistic analysis and use of our patented WarmTouch program will be provided at rates structured for each Engagement.

(d) Expedited Work. In situations where expedited work is requested or required by Client, including work that must be performed over a weekend or holiday, or on an overtime basis, Stroz Friedberg reserves the right to charge for expedited service at 1.5 times its normal hourly rates for professional services.

(e) Testimony. Written testimony or reports will be provided at normal hourly rates. Oral testimony at deposition, hearing, or trial will be provided by Stroz Friedberg at 1.5 times its normal hourly rates. Internal peer review is part of an Engagement, and normal hourly rates will apply to any supervision of oral testimony and any internal peer review of proposed reports, affidavits, declarations or oral testimony.

(f) Retainer. Stroz Friedberg requests a retainer of \$5,000 to begin work in this Engagement. In cases where Stroz Friedberg's fees and charges later exceed the initial retainer amount, Stroz Friedberg may request funds to replenish the retainer. At the end of the engagement, Stroz Friedberg agrees to refund

to Client any amount of the retainer or replenishment not properly applied to fees and costs incurred as of the date of termination.

(g) Miscellaneous Charges. Stroz Friedberg may charge for other miscellaneous expenses, fees, and costs including, but not be limited to, use of forensically-prepared thumb drives or hard drives (at \$50, \$175 or \$225, depending on size); other computer hardware and digital media; transportation, meals, and lodging; copies or printed documents (at \$.08 per page); overnight delivery charges; storage fees for original media provided to Stroz Friedberg, after 30 days at rates up to \$50 per month per item; credit check fees, and database searches. Stroz Friedberg reserves the right to pass on any reasonable legal fees and expenses that are incurred as the result of the Engagement but will notify Client before such fees and expenses are incurred.

(h) Invoices. Invoices are due within 30 days of the invoice date. Client shall notify Stroz Friedberg in writing of any disputed charges within these 30 days; otherwise Stroz Friedberg's invoices shall be deemed payable in full. Any charges that remain undisputed and unpaid 30 days after the invoice date will accrue interest at 1.5 percent per month. Stroz Friedberg reserves the right to terminate its services at any time if Client fails to pay Stroz Friedberg's invoices on time or fails to pay a requested refresher of a retainer. Any provided estimates of fees and expenses are only estimates and are not binding.

Confidentiality

The purpose of the Engagement is to enable counsel to render legal advice to a client in anticipation of litigation, a regulatory inquiry, or an internal investigation; therefore, Stroz Friedberg's communications with Client, Stroz Friedberg's work product, and all information and data received from Client is covered by attorney-client privilege and/or attorney work product doctrine. Accordingly, Stroz Friedberg will maintain as confidential all information and data it receives from Client and will not disclose such information and data (the "Confidential Information") to any third party without Client's prior written consent. Confidential Information does not include (1) information that has been or is, prior to the Engagement, in the public record, or is placed in the public record by Client after the Engagement begins; or (2) facts necessary to set forth in proceedings for non-payment of invoices. If Stroz Friedberg encounters what it deems to be any child pornography on any computer media delivered to it in the course of the Engagement, Stroz Friedberg reserves the right to disclose such contraband to the appropriate authorities.

Authority to Access Data and Indemnification

Client authorizes Stroz Friedberg to access the data related to this Engagement and represents that such access does not violate any law or treaty. Client agrees to hold harmless and indemnify Stroz Friedberg, including its officers, employees, and agents against all third-party claims, damages and costs including attorneys' fees and disbursements arising from the Engagement, except for actions by Stroz Friedberg, its officers, employees, and agents that are adjudicated to constitute willful misconduct or gross negligence.

Limitation of Liability and Damages

Because digital equipment/data/media are fragile and may be damaged, infected, or corrupted prior to the time Stroz Friedberg receives them, Stroz Friedberg for itself and its officers, employees, or agents will not assume responsibility for damage that may occur to the Client's equipment/data/media prior to or during Stroz Friedberg's efforts to complete the Engagement. As such, Stroz Friedberg will not be liable for direct or indirect damages arising from harm that may occur to Client's equipment/data/media. Any data, especially data restored from unknown sources, may contain viruses or other malware; therefore, Client assumes responsibility to protect themselves with respect to the receipt of data from Stroz Friedberg or any other party and shall advise its agents and third-party recipients to take similar precautions. In no event shall Stroz Friedberg, its officers, employees, or agents be liable for damages, under any theory, beyond the amount paid to Stroz Friedberg under this Engagement.

Closing of Engagement

Upon written request from Client, Stroz Friedberg shall return to Client all original materials provided by Client to Stroz Friedberg, (collectively, "Client Materials"). Otherwise, Stroz Friedberg may retain Client Materials for three years, whereupon Stroz Friedberg reserves the right to destroy that data and any Engagement information pursuant to its standard document and electronic data destruction policy.

Conflicts

This Engagement pertains to a discrete matter and would not preclude Stroz Friedberg from rendering services to other clients adverse to Client on matters that are not specifically related to this Engagement.

Miscellaneous

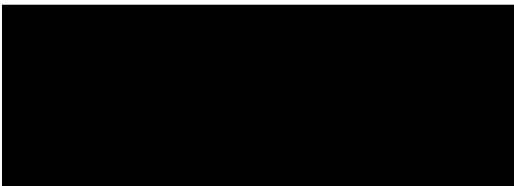
Client, and Stroz Friedberg agree that the Engagement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York (as opposed to the conflict of law provisions) as an agreement made and to be performed entirely within such State. Client and Stroz Friedberg agree that this Agreement (a) may not be modified or amended, except by a writing signed by each party; (b) shall be binding upon each party, its successors and permitted assigns; and (c) contains the entire agreement and understanding among Client, and Stroz Friedberg with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, among Client, and Stroz Friedberg with respect to the subject matter hereof. No provision of this Agreement may be waived except in writing by the party against whom such waiver is sought to be enforced. No express or implied waiver, breach or default by any party of any provision of this Agreement shall constitute a continuing waiver of such provision or of any other provision of this Agreement. Client and Stroz Friedberg hereby consent to the jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York for all purposes in connection with the Engagement, and further consent that any process or notice of motion may be served as a notice, if in writing and given by (i) prepaid certified or regular first class mail, (ii) personal delivery, or (iii) nationally recognized overnight delivery service at the addresses set forth at the beginning of this letter, and shall be deemed given when sent, within or without the State of New York, provided a reasonable time for appearance is allowed.

Stroz Friedberg shall not use the names or trademarks of ITHAKA or its services or affiliates in communications with third parties, except as specifically approved in writing by ITHAKA.

If you find this letter satisfactory, kindly return an executed copy together with a check or wire transfer in the amount of \$5,000. Stroz Friedberg looks forward to working with you.

Very truly yours,

STROZ FRIEDBERG, LLC



By: _____


ACKNOWLEDGED AND AGREED TO:

JSTOR / ITHAKA

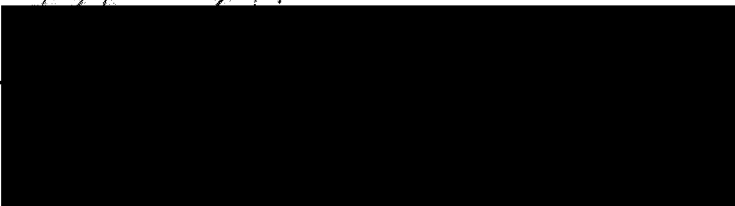
By: _____


EXHIBIT A - STROZ DISCOVERY PRICING SCHEDULE

PROCESSING	<p>Stroz Discovery ESI Processing</p> <ul style="list-style-type: none"> ■ Standard Rate for Full Processing \$950 per GB <li align="center">- or - ■ Initial Culling Rate ("In") \$350 per GB ■ Secondary Processing ("Out")..... \$950 per GB <li align="center">- or - ■ TIFF-All (Culling, Secondary Processing, TIFFing) \$1,500 per GB
STROZ FIRST ANALYTICS	<p>First Glance</p> <ul style="list-style-type: none"> ■ Access to First Glance (Up to 90 days per analytic set) \$350 per GB ■ First Glance User Licenses (Up to 3 licenses) No charge
HOSTING	<p>Stroz Review</p> <ul style="list-style-type: none"> ■ Hosting in Stroz Review \$40 per GB per Month ■ Stroz Review User Licenses \$100 per Month per User ■ Data Storage <li style="padding-left: 20px;">Data Deletion No Charge <li style="padding-left: 20px;">Archiving of Stroz Review \$40 per GB transfer charge & \$50 Monthly Media Storage <li style="padding-left: 20px;">Restoration of Archived Project to Stroz Review \$120 per GB ■ Automated Foreign Language Translation to English \$500 per GB or \$0.05 per Page
PRODUCTION	<p>Production</p> <ul style="list-style-type: none"> ■ TIFF Generation (including Bates Stamping, Branding & Watermarking) \$0.05 per Page ■ Load File Delivery \$20 to \$125 per Load File ■ Output to Hard Drive \$225 to \$275 per Drive ■ Printing \$0.09 per Page
STROZ EXTRACT	<p>ESI Review Solutions</p> <ul style="list-style-type: none"> ■ Stroz Extract (Extraction of Author, Recipient, Date, etc.) \$250 per GB <li style="padding-left: 20px;">Identification of Near Duplicates Included <li style="padding-left: 20px;">Automated Privilege Filter Included <p>Paper Review Solutions</p> <ul style="list-style-type: none"> ■ Stroz Extract for Scanned Paper Documents (Includes OCR) \$0.05 per Page ■ Identification of Near Duplicates Included
STROZ ELEVATE	<p>Stroz Elevate</p> <ul style="list-style-type: none"> ■ AutoSuggest (Subjective Coding Based Upon a Sample Coded Set) \$500 per GB ■ Elevate (Subjective Coding Based Upon Coding Manual) \$500 per GB
CONSULTING	<p>Consulting & Engineering Services</p> <ul style="list-style-type: none"> ■ Expert Consulting & Forensic Analysis As Per Engagement Letter ■ Project Management Fees As Per Engagement Letter ■ Customized Engineering Services \$250 - \$375 per Hour

Pricing for additional services is available upon request

Attributor Inc

Attributor Corporation Inc

[REDACTED]

[REDACTED]

billing@attributor.com

Invoice

DATE	INVOICE #
06/15/2011	703
TERMS	DUE DATE
Net 15	06/30/2011

BILL TO
ITHAKA [REDACTED]

AMOUNT DUE	ENCLOSED
\$24,000.00	

Please detach top portion and return with your payment.

Activity	Amount
• Subscription Fees for June 15, 2011 to September 14, 2011 (Ongoing Article Web-Wide Monitoring and Enforcement, Maintenance, and Reporting)	24,000.00
DOMESTIC WIRE INSTRUCTIONS:	
Pay to: SIL VLY BK SJ [REDACTED]	
Routing Number: [REDACTED]	
Account Name: [REDACTED]	
Address: [REDACTED]	
Account Number: [REDACTED]	

TOTAL	\$24,000.00