


**Britannica  
EDUCATION**
**U.S. LIBRARY OR HIGHER ED INSTITUTION  
SUBSCRIPTION ORDER FORM\***

*\*This Subscription Order Form forms an integral part of and is subject in full to compliance with all terms and conditions set forth in the BDL Subscription License Agreement to be entered into by Britannica and Subscriber, including any Exhibits attached thereto and incorporated by reference therein (collectively, the "License Agreement"). No modification, amendment, or waiver of any provision in the License Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. **Terms used herein and not otherwise defined shall have the meanings ascribed to them in the License Agreement.***

INSTITUTION INFORMATION		
<b>Institution Name:</b>  <b>MISSISSIPPI LIBRARY COMMISSION</b> for MAGNOLIA (K12 and Public Library users).		<b>Description:</b> <input type="checkbox"/> Library <input type="checkbox"/> Higher Education (College/University) <input type="checkbox"/> District, Region, or similar collection of Institutions ("District")* <input checked="" type="checkbox"/> Consortium*  <i>*If Institution is a 'District' or 'Consortium,' please provide the information requested on <b>Schedule A</b> to this Order Form for each participating Institution or Consortium Member, as the case may be.</i>
<b>Street:</b> 3881 Eastwood Dr.		
<b>City:</b> Jackson	<b>State:</b> MS	<b>Zip:</b> 39211
<b>Contact Name:</b> Jennifer Lena		
<b>Phone:</b> (662) 432-4111		<b>Email:</b> jlena@mlc.lib.ms.us
BRITANNICA® EDUCATION PRODUCTS; SUBSCRIPTION FEE(S); AUTHENTICATION; TERM		
<b>Britannica Online Services:</b> <i>Britannica School K8 Edition</i> <b>TERM:</b> August 1, 2025 – July 31, 2026		
<b>Authentication Method(s):</b> Standard LTI/referral URL, Username/Password, IP (or, at Britannica's sole discretion, using such other authentication method(s) that may be available to Britannica from time to time throughout the Term).		
<b>Subscription Term (# of Months):**</b> 12 months		
DESCRIPTION OF PROFESSIONAL LEARNING SERVICES (PLS) (If Applicable)		
Support and training of services in collaboration with MAGNOLIA and state library personnel.		
PURCHASE ORDER #; TOTAL FEES (Subscription Fee(s) plus Additional Fee(s))		
<b>TOTAL FEES: \$82,400.00</b>		
<b>ORDER FORM DELIVERED BY ENCYCLOPAEDIA BRITANNICA, INC.'S REPRESENTATIVE:</b>		<b>ORDER FORM HEREBY IS ACKNOWLEDGED AND AGREED TO BY THE INSTITUTION'S DULY AUTHORIZED REPRESENTATIVE:</b>
<b>Name:</b> Rick Booms <b>Phone:</b> (312) 347-7323 <b>Email:</b> booms@eb.com		<b>By:</b> <b>Name:</b> Jennifer Lena <b>Title:</b> Deputy Executive Director, MLC <b>Date:</b> 7/29/25



SCHEDULE A  
TO  
ORDER FORM

**CONSORTIUM MEMBERS**  
**Mississippi Public Libraries and K-12 Libraries**

Mississippi Public Libraries and K-12 Libraries	
Type	Name
Public Library	Benton County Library
Public Library	Blackmur Memorial Library
Public Library	Bolivar County Library System
Public Library	Carnegie Public Library
Public Library	Carroll County Public Library System
Public Library	Central Regional Library System
Public Library	Choctaw County Public Library - Ackerman
Public Library	Columbus-Lowndes Library System - Columbus
Public Library	Copiah-Jefferson Regional Library System
Public Library	Covington County Library System
Public Library	Dixie Regional Library System- Okolona Public Library
Public Library	Dixie Regional Library System Sherman Public Library
Public Library	Dixie Regional Library System-Bruce Jesse Yancey Library
Public Library	Dixie Regional Library System-Calhoun City Calhoun City Library
Public Library	Dixie Regional Library System-Houlka Houlka Library
Public Library	Dixie Regional Library System-Houston Houston Carnegie Library
Public Library	Dixie Regional Library System-Pontotoc Pontotoc Co Library
Public Library	Dixie Regional Library System-Vardaman Edmondson Public Library
Public Library	East Mississippi Regional Library
Public Library	Elizabeth Jones Library System
Public Library	First Regional Library System
Public Library	Greenwood-Leflore Library System
Public Library	Hancock County Library System
Public Library	Harriette Person Memorial Library
Public Library	Harrison County Library System
Public Library	Humphreys County Library System
Public Library	Jackson-George Regional Library
Public Library	Judge George W Armstrong Library
Public Library	Kemper-Newton Regional Library - Decatur Public
Public Library	Kemper-Newton Regional Library - DeKalb
Public Library	Kemper-Newton Regional Library - Newton Public
Public Library	Kemper-Newton Regional Library - Scooba Public
Public Library	Kemper-Newton Regional Library - Union Public
Public Library	Lamar County Library System
Public Library	Laurel-Jones County Library
Public Library	Laurel-Jones County Library - Ellisville
Public Library	Lee-Itawamba Fulton
Public Library	Lee-Itawamba Library System
Public Library	Lincoln-Lawrence-Fanklin Library System
Public Library	Long Beach Library
Public Library	Madison County Library System
Public Library	Marks-Quitman County Public Library
Public Library	Marshall County Library System



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Public Library	Meridian-Lauderdale County Public Library System
Public Library	Mid-Mississippi Regional Library System
Public Library	Mississippi Library Commission
Public Library	Neshoba County Library
Public Library	Northeast Regional Library System
Public Library	Noxunbee County Library
Public Library	Pearl River County Library System
Public Library	Pike-Amite-Walthall Library System
Public Library	Pine Forest Regional Library
Public Library	Sharkey-Issaquena County Library System
Public Library	South Mississippi Regional Library
Public Library	Starkville-Oktibbeha County Library System
Public Library	Sunflower County Library
Public Library	Tallahatchie County Library
Public Library	The Library of Hattiesburg, Petal and Forrest
Public Library	Tombigbee Regional Library System
Public Library	Union County Library
Public Library	Warren County-Vicksburg Public Library
Public Library	Waynesboro Wayne County Library System
Public Library	Wilkinson County Library System
Public Library	Yaloubusha County Public Library System
Public Library	Yazoo Library Association

Public Library	Jackson-Hinds Library System
Public Library	Washington County Library System
K-12	Aberdeen School District
K-12	Alcorn School District
K-12	Amite County School District
K-12	Amory School District
K-12	Attala County School District
K-12	Baldwyn School District
K-12	Bay St Louis Waveland School District
K-12	Benton County School District
K-12	Biloxi Public School District
K-12	Booneville School District
K-12	Brookhaven School District
K-12	Calhoun County School District
K-12	Canton Public School District
K-12	Carroll County School District
K-12	Chickasaw County School District
K-12	Choctaw County School District
K-12	Claiborne County School District
K-12	Clarksdale Collegiate
K-12	Clarksdale Municipal School District
K-12	Cleveland School District
K-12	Clinton Public School District
K-12	Coahoma County School District
K-12	Coffeeville School District





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K-12	Columbia School District
K-12	Columbus Municipal School District
K-12	Copiah County School District
K-12	Corinth School District
K-12	Covington County Schools
K-12	Desoto County School District
K-12	East Jasper Consolidated School District
K-12	East Tallahatchie Consolidated School District
K-12	Enterprise School District
K-12	Forest Municipal School District
K-12	Forrest County Ag High School
K-12	Forrest County School District
K-12	Franklin County School District
K-12	George County School District
K-12	Greene County School District
K-12	Greenville Public School
K-12	Greenville Public Schools
K-12	Greenwood LeFlore County School District
K-12	Grenada School District
K-12	Gulfport School District
K-12	Hancock County School District
K-12	Harrison County School District
K-12	Hattiesburg Public School District
K-12	Hazelhurst City School District
K-12	Hinds County School District
K-12	Hollandale School District
K-12	Holly Springs School District
K-12	Holmes Consolidated School District
K-12	Hudspeth Center Administration
K-12	Humphreys County School District
K-12	Itawamba County School District
K-12	Jackson County Public School District
K-12	Jackson County School District
K-12	Jackson Public School District
K-12	Jefferson County School District
K-12	Jefferson Davis County School District
K-12	Jones County School District
K-12	Kemper County School District
K-12	Kosciusko School District
K-12	Lafayette County School District
K-12	Lamar County School District
K-12	Lauderdale County School District
K-12	Laurel School District
K-12	Lawrence County School District
K-12	Leake County School District
K-12	Lee County School District



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K-12	Leland School District
K-12	Lincoln County School District
K-12	Long Beach School District
K-12	Louisville Municipal School District
K-12	Lowndes County School District
K-12	Madison County School District
K-12	Marion School District
K-12	Marshall County School District
K-12	McComb School District
K-12	Meridian Public School District
K-12	Mississippi Department of Education
K-12	Mississippi School for Math and Science
K-12	Mississippi School for the Arts
K-12	Mississippi School for the Deaf & Blind
K-12	Monroe County School District
K-12	Moss Point Sparate School District
K-12	Natchez-Adams School District
K-12	Neshoba County School District
K-12	Nettleton School District
K-12	New Albany Public Schools
K-12	Newton County School District
K-12	Newton Municipal School District
K-12	North Bolivar Consolidated School District
K-12	North Panola Schools
K-12	North Pike School District
K-12	North Tippah School District
K-12	Noxubee County School District
K-12	Ocean Springs School District
K-12	Okolona Separate School District
K-12	Oxford School District1
K-12	Pascagoula Gautier School District
K-12	Pass Christian Public School District
K-12	Pearl Public School District
K-12	Pearl River County School District
K-12	Perry County School District
K-12	Petal School District
K-12	Philadelphia Public School District
K-12	Picayune School District
K-12	Pontotoc City Schools
K-12	Pontotoc County School District
K-12	Poplarville Separate School District
K-12	Prentiss County School District
K-12	Quitman County School District
K-12	Quitman School District
K-12	Rankin County School District
K-12	ReImagine Prep



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K-12	Richton School District
K-12	Scott County School District
K-12	Senatobia Municipal School District
K-12	Simpson County School District
K-12	Smith County School District
K-12	South Delta School District
K-12	South Panola School District
K-12	South Pike School District
K-12	South Tippah School District
K-12	Starkville-Oktibbeha Consolidated School District
K-12	Stone County School District
K-12	Sunflower County Consolidated School District
K-12	Tate County School District
K-12	Tishomingo County Sp Municiple School District
K-12	Tunica County School District
K-12	Tupelo Public School District
K-12	Union County School District
K-12	Union Public School District
K-12	Vicksburg Warren School District
K-12	Walthall County School District
K-12	Water Valley School District
K-12	Wayne County School District
K-12	Webster County School District
K-12	West Bolivar Consolidated School District
K-12	West Jasper Consolidated Schools
K-12	West Point Consoidated School District
K-12	West Tallahatchie School District
K-12	Western Line School District
K-12	Wilkinson County School District
K-12	Winona-Montgomery Consolidated District
K-12	Yazoo City Municipal School District
K-12	Yazoo County School District


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## SUBSCRIPTION LICENSE AGREEMENT

**THIS SUBSCRIPTION LICENSE AGREEMENT ("License Agreement")** governs Subscriber's subscription to and use of the Services.

This License Agreement is between Encyclopaedia Britannica, Inc., a Delaware corporation, its subsidiaries and its affiliates (collectively, "**Britannica**"), and the undersigned Institution (the "**Subscriber**" and, together with Britannica, the "**Parties**" or "**parties**"), and is effective as of the earlier of the date Subscriber signs or otherwise accepts this License Agreement (including by executing or otherwise accepting an Order Form) or the date of Subscriber's first use of or access to the Services. This License Agreement incorporates all Order Forms (as defined below), and, to the extent terms and conditions set forth herein conflict with any term or condition contained in an applicable Order Form, the terms and conditions set forth herein shall control.

By accepting the Agreement (defined below), either by signing this License Agreement, clicking a box indicating acceptance, or executing an Order Form that references this License Agreement, or using or accessing the Services, Subscriber agrees to the terms and conditions set forth herein. Each person who signs or otherwise accepts this Agreement, or an applicable Order Form, on behalf of Subscriber represents that they have the authority to bind Subscriber and its affiliates to the Agreement, including the terms and conditions of this License Agreement. If the undersigned does not have such authority or does not agree with the terms and conditions of this License Agreement, the undersigned must not accept the Agreement and Subscriber and Users may not use the Services.

For good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties additionally agree as follows:

### 1. Definitions.

"**Administrator**" means, if applicable, a Subscriber-designated User or Users (other than Student Users) who administer Subscriber's Services account and has access to permissions and other sensitive settings.

"**Agreement**" means, collectively, (a) this License Agreement; and (b) the applicable Order Form(s).

"**Applicable Laws**" means, with respect to Public Institutions only, the laws and regulations in the district, locality or state of the Public Institution's main campus that govern the Public Institution

"**Britannica Content**" means Content provided or made available by Britannica and its licensors for use within the Services.

"**Britannica Education Products**" means Britannica's suite of Britannica Education™ curriculum and reference products more particularly described on Britannica's website at <https://britannicaeducation.com/products/>.

"**Consortium**" means an association of two or more Institutions or related entities, including Districts, with the objective of pooling their resources to procure the Services for the benefit of all "**Consortium Members**." If applicable, Consortium Members are listed on **Schedule A** to the Order Form, which is incorporated by reference herein.

"**Content**" means text, graphics, photos, images, sounds, music, videos, audiovisual combinations, software files or applications and all other content and materials.

"**District**" means an Institution that executes and administers this Agreement on behalf of a of Public-Institution system comprised of several towns within a state.

"**Educational Purposes**" means for the purpose of education, teaching, distance learning, private study and/or research, including use in reports, dissertations, school newspapers, presentations, courses, blogs, websites, lesson plans, smartboards, and for other noncommercial, educational or personal purposes in accordance with the Usage Agreements. For the avoidance of doubt, Educational Purposes shall not include use in connection with any promotional, sales, or profit-generating event.

"**Fees**" means the total Subscription Fees plus Additional Fees set forth in an Order Form or rider thereto.

"**Higher Ed Institution**" means a two (2)-year or four (4)-year, public or private college or university, including Public Institutions and Consortiums.

"**Institution**" means a Library or Higher Ed Institution. For purposes of this Agreement, unless otherwise indicated, the Institution's state of formation is the state in which the Institution is located.

"**Institutional Privacy Policy**" means the Britannica Education privacy policy for subscribers to and Users of the Services located at <https://corporate.britannica.com/privacy.html>, as the same may be amended from time to time and published on the Services, or as otherwise provided in writing to Subscriber.

"**Library**" means public or private libraries, including, without limitation, Public Institutions and Consortiums.





**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**"Order Form"** means an ordering document, including a Britannica order form, quote or invoice, that specifies the Services purchased and subscribed-to by Subscriber under this License Agreement. Each Order Form shall include the Service ordered, licensed population size, pricing, bill to, sold to, form of payment, and the Service-subscription term. Order Forms shall be subject solely to and incorporate by reference the terms of this License Agreement. If there is a conflict between the terms of this Agreement and the terms of an Order Form, the terms of this License Agreement will control. For the avoidance of doubt, Subscriber may submit separate Order Forms each specifying the Services to be provided by Britannica hereunder, and each Order Form shall incorporate the terms and conditions of and be governed by this Agreement. Submitting or acceptance of an Order Form or Subscriber's use of or access to the Services shall constitute Subscriber's unconditional acceptance of this Agreement. Order Forms can be accepted by Britannica only in accordance with the terms of this License Agreement. Additional or different terms proposed by Subscriber will not be applicable unless accepted in writing signed by Britannica. No change, modification, or revision of an Order Form or this License Agreement shall be effective unless in writing and signed by both Subscriber and Britannica.

**"Public Institution" or "Public"** means or refers to an Institution that is majority-owned by or is a legal branch or agency of a local, provincial, state, federal government agency, or other like publicly owned or operated entity.

**"Remote Access"** means access to the Services by Users (not including Walk-In Users) for personal use from their personal computer or other personal mobile device, including, without limitation, smartphones and tablets.

**"Secure Authentication"** means access to (a) the Services by means of authentication determined by Britannica in its sole discretion, including, without limitation, referral URL or LTI authentication, and, (b) if applicable, individual, User Service accounts using unique usernames and passwords.

**"Secure Network"** means a network that is only accessible by Secure Authentication.

**"Services"** means one or more of the Britannica Education Products subscribed to by Subscriber pursuant to this Agreement, and includes the Britannica Content.

**"Subscribed-To Services"** means one or more of the Services specified on an Order Form(s) submitted to Britannica by Subscriber and for which Subscriber has paid Britannica the applicable Fees.

**"Subscriber"** is the Institution signing the Order Form for purposes of subscribing to one or more of the Services.

**"Subscriber Data"** means all electronic data or information submitted by the Subscriber or its Users to the Services, except that Subscriber Data does not include a record that has had personal data removed such that an individual's identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

**"Terms of Use"** means the usage rules and other terms and conditions applicable to Users of the Services set forth in Section 1 and Section 5 of the Britannica Terms of Use located at <https://corporate.britannica.com/termsfuse.html> and attached hereto and incorporated by reference herein as **Exhibit A**.

**"Usage Agreements"** means collectively, the Britannica (1) Terms of Use (<https://corporate.britannica.com/termsfuse.html>); (2) Institutional Privacy Policy (<https://corporate.britannica.com/privacy.html>); and (3) the Mississippi Library Commission Standard Terms and Conditions Addendum attached hereto as **Exhibit B** and made an integral part of this License Agreement.

**"Usage Rights"** means any usage terms specified in an Order Form and the Usage Agreements. Subject to Britannica's prior approval and payment of additional Fees, Subscriber may increase the population size of its Users as evidenced by an amended Order Form.

**"User"** means, as applicable, a Subscriber's (1) registered patrons or students, as the case may be; (2) employees; (3) agents; (4) representatives, regardless of physical location; and (5) other individuals each of whom are authorized and paid for by Subscriber to use the Services and to whom Subscriber (or, when applicable, Britannica at Subscriber's request) has supplied a username and password (for Secure Authentication), including Walk-In Users. If applicable, Users also may include Subscriber's consultants and contractors. For the avoidance of doubt, Users' rights hereunder shall be personal to the User and members of their immediate family residing with such User. Such rights of use are not transferrable and Users shall be responsible for protecting the confidentiality of their credentials for access to the Services (e.g. usernames and password) and complying with any guidelines prescribed by Britannica from time to time to prevent unauthorized access to the Services. Subscriber agrees to immediately notify Britannica of any unauthorized use or other breach of security. Britannica reserves the right to perform one-way encryption for passwords for account maintenance purposes.

**"Walk-In Users"** are persons who are allowed by the Subscriber to access its information services from computer terminals or otherwise within the physical premises of the Subscriber. For the avoidance of doubt, Walk-In Users may be given access to the Services by any wireless Secure Network. Walk-In Users are not allowed Remote Access (as defined below) to the Services.





## 2. Grant of License.

- a) **Provision of the Services; Permitted Uses.** Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement and payment of the applicable Fees and other charges, if any, set forth in an Order Form, Britannica shall make the Services available to Subscriber, and grants Subscriber, and Subscriber accepts, a non-exclusive license during the Term to (i) access (by Secure Authentication) and use the Services and Britannica Content contained therein for Educational Purposes, and (ii) permit Users to access (by Secure Authentication) and use the Services and Britannica Content contained therein for Educational Purposes.
- b) **Number of Users.** Pursuant to Britannica's population-size licensing model, Subscriber may grant access to and permit use of the subscribed-to Services by the number of Users in Subscriber's licensed-User population as specified on an applicable Order Form.
- c) **Remote Access.** This Agreement permits the Subscriber to provide Remote Access to the Services by all Users except Walk-In Users. Subscriber shall not knowingly offer or make Remote Access available to business entities or other institutions (including educational institutions), and shall use its best efforts to inform Users that Remote Access is available to them for personal use only. Subscriber agrees that it will not market or promote Remote Access to business entities or other institutions and that it will terminate Remote Access to any location that Subscriber determines is a business entity or other institution (including educational institutions).

## 3. Britannica Responsibilities.

- a) **Provision of the Services.** Britannica will (1) make the Services and Britannica Content available to Users pursuant to this License Agreement and any applicable Order Form; and (2) provide applicable training and support for the Services as detailed in an Order Form.
- b) **Protection of Subscriber Data.** Britannica will maintain administrative and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Subscriber Data by Britannica personnel except (1) to provide the Services and prevent or address Service or technical problems; (2) as compelled by law; or (3) as Subscriber expressly permits in writing.
- c) **Data Processing.** Britannica's Institutional Privacy Policy located at <https://corporate.britannica.com/privacy.html> applies to use of the Services by Users, and Britannica's processing of Service-related data, including Subscriber Data, in connection with the Subscribed-To Services. All personal data processed by Britannica in connection with this Agreement and the Subscribed-To Services will be processed by Britannica in accordance with the terms and conditions set forth in this Agreement and the Institutional Privacy Policy.
- d) **Compliance with Laws.** Britannica shall comply with all applicable local, provincial, state, federal and foreign laws in providing the Services, including, without limitation:
  1. **Americans with Disabilities Act (ADA).** Britannica shall comply with the ADA by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA (<http://www.w3.org/WAI/guid-tech.html>). Licensor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Licensor shall provide to Licensee a current, accurate completed Voluntary Product Accessibility Template (VPAT) to demonstrate compliance with accessibility standards (<https://www.itic.org/policy/accessibility>). If the product does not comply, the Licensor shall adapt the Licensed Materials in a timely manner and at no cost to the Licensee in order to comply with applicable law. Nothing in this Agreement shall limit the Licensee or any end user from making lawful, noninfringing uses to facilitate access to the Licensed Materials by users who have disabilities. For the avoidance of doubt, the Licensor authorizes such uses.
  2. **Compliance with Mississippi Code §39-3-25.** Contractor attests that the Services provided will comply with Mississippi Code §39-3-25.

## 4. Subscriber Responsibilities.

- a) **License Limitations.** In addition to any and all limitations set forth in the Terms of Use (<https://corporate.britannica.com/termsofuse.html>) and for the avoidance of doubt, Subscriber shall not, and shall not permit Users to: (1) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party; (2) use the Services to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; rules, or regulations, including the Applicable Laws, (3) use the Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful



to children or violates third-party privacy or publicity rights; (4) use the Services to send or store Malicious Code; (5) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (6) attempt to gain unauthorized access to the Services or its related systems or networks; or (7) use the Services or Content included or created therein for purposes other than Educational Purposes.

- b) **Usage Limits; Excess Use.** The Services are subject to usage limits, including, for example, the Usage Rights and User-population size specified in an Order Form. If Subscriber exceeds its Usage Rights ("Excess Use"), Britannica may work with Subscriber to seek to reduce Subscriber's usage so that it conforms to the agreed upon limits. If, notwithstanding Britannica's efforts, Subscriber is unable or unwilling to abide by the Usage Rights set forth in an Order Form, Britannica, in its sole discretion, may (1) request that Subscriber execute an Order Form for additional Usage Rights and pay any invoice for Excess Use (an "Excess Usage Invoice") in accordance with Section 6 below or (2) terminate Subscriber's subscription without penalty or repayment of any kind by Britannica.
- c) **Administrator and User Accounts.** If applicable, Subscriber is responsible for designating Administrators for its Services' accounts, maintaining updated Administrator contact information, and managing access to Administrator accounts. In addition, Subscriber agrees to use best efforts to ensure Users are informed of and familiarize themselves with the Usage Agreements prior to using the Services.
- d) **Additional Consents, Licenses and Indemnity.** Subscriber represents to Britannica that Subscriber is authorized to use the Subscriber Data and that, before it provides the same to Britannica, Subscriber has obtained any licenses, consents and authorizations necessary for Britannica to provide the Services.
- e) **Compliance with Usage Agreements and Applicable Laws; Accuracy of Subscriber Data.** Except as otherwise provided herein, Subscriber shall comply with, is wholly responsible for, and shall ensure compliance by Users with, the Usage Agreements (including, without limitation, any acceptable use policies set forth therein). Subscriber shall: (1) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Data; (2) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Britannica promptly of any such unauthorized access or use; (3) comply with all applicable local, state, and federal laws when using the Services; and (4) if applicable, provide Britannica with means to communicate with Administrators in order to promote the use of the Services by Users.
- f) Licensor shall comply with the **Americans with Disabilities Act (ADA)**, by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA (<http://www.w3.org/WAI/guid-tech.html>). Licensor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Licensor shall provide to Licensee a current, accurate completed Voluntary Product Accessibility Template (VPAT) to demonstrate compliance with accessibility standards (<https://www.itic.org/policy/accessibility>). If the product does not comply, the Licensor shall adapt the Licensed Materials in a timely manner and at no cost to the Licensee in order to comply with applicable law. Nothing in this Agreement shall limit the Licensee or any end user from making lawful, noninfringing uses to facilitate access to the Licensed Materials by users who have disabilities. For the avoidance of doubt, the Licensor authorizes such uses.
- g) **Data Privacy.** Subscriber understands, acknowledges and agrees that:
  - 1. Subscriber has read and understands the Britannica's Institutional Privacy Policy located at <https://corporate.britannica.com/privacy.html>. By entering into this Agreement, Subscriber consents, on behalf of itself, to Britannica's collection, processing, use and transfer of Service-related data, including Subscriber Data and Derivative Works, in the manner described in Britannica's Institutional Privacy Policy located at <https://corporate.britannica.com/privacy.html>.
  - 2. Information and data, including Subscriber Data, provided to Britannica by Subscriber or Users through the Services or third-party service providers are necessary for the provision of the Services.
  - 3. Subscriber consents, on behalf of itself and Users, to Britannica's disclosure of Service-related data, including Subscriber Data, to Britannica's third-party service providers or other third parties where such disclosure is necessary for the performance of Britannica's obligations under this Agreement and complies with Britannica's Institutional Privacy Policy located at <https://corporate.britannica.com/privacy.html>, or as required by law.
- h) **Subscriber Security Measures.** Subscriber agrees to take such steps as are necessary to protect the Services from unauthorized use, disclosure or third-party access. Such steps shall be at least of the same quality and sophistication as Subscriber uses to protect electronic transmissions of its own intellectual property from unauthorized use, and shall include, but not be limited to, disclosing the Services security code only to Users. At Britannica's request, Subscriber will disclose to Britannica such security measures as are then being used by Subscriber to prevent access by other than Users.

5. **Effective Date; Term of this Agreement.** This Agreement and the terms and conditions set forth herein shall become effective on the date of the last signature on the Order Form ("Effective Date") and shall continue for



the Subscription Term stated on the Order Form (the "Initial Term") unless otherwise indicated on the Order Form.

6. **Payment of Fees; Late Payment.** Subscription Fees for the Services shall be (a) due 45 days after receipt of Britannica's invoice, including any Excess Use Invoice, or as otherwise agreed upon by the parties in an Order form; (b) non-refundable; and (c) exclusive of any and all taxes, fees, and other charges.
7. **Proprietary Rights.**
  - a) **Reservation of Rights.** The Services and Britannica Content are the property of Britannica, its affiliated companies or licensors, and protected by international copyright, patent and trademark laws changes. No rights are granted to Subscriber or Users hereunder other than as expressly set forth herein.
  - b) **Subscriber Data.** As between Britannica and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all Subscriber Data. Subscriber Data is deemed Confidential Information pursuant to Section 9 below. Neither Britannica nor its approved, third-party service providers shall access Subscriber's individual User accounts, except to: (1) respond to service or technical problems or at Subscriber's request, (2) as necessary for the operation of the Service or billing, or (3) collect data on the Subscriber's and Users' usage of the Services for benchmarking and best practices. Subscriber hereby grants Britannica and its approved, third-party service providers for the duration of the Agreement (and for thirty (30) days thereafter) a worldwide, non-exclusive license right to use, copy, distribute, create derivative works based on, display, and perform the Subscriber Data as reasonably required for Britannica to provide the Services. .
  - c) **Suggestions.** Britannica shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber relating to the operation of the Services as long as Subscriber is not identified publicly.
8. **Confidentiality.**
  - a) **Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Confidential Information includes, without limitation, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. Further, Confidential Information of Britannica includes all Britannica intellectual property, including the Services and Britannica Content, and any updates, enhancements, modifications, improvements and derivative works thereto. In addition, Subscriber Data, including Student Data, are confidential to Subscriber. However, Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (3) is received from a third party without breach of any obligation owed to the Disclosing Party, or (4) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information or (5) is required to be disclosed by law.
  - b) **Degree of Care.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (1) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or as required by law and (2) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to its employees, agents and contractors to the extent necessary to perform its obligations under this Agreement.
9. **Disclaimer of Warranties.** THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER BRITANNICA CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, (EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH BRITANNICA EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW.
10. **Limitation of Liability.** INTENTIONALLY OMITTED.
11. **Termination.** If Subscriber should breach any material provision in this Agreement and fail to remedy such default within thirty (30) days after receipt of written notice from Britannica, this Agreement shall terminate effective as of the expiration of said thirty (30)-day period. Termination of this Agreement automatically terminates Subscriber's and Users' licenses to use the Services, and any Britannica Content or any other materials contained in the Services.
12. **Assignment.** Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the other party's prior written consent.
13. **Dispute Resolution; Governing Law.**





a) **Dispute Resolution.** If permitted by Applicable Laws, Britannica and Subscriber each agree to meet and negotiate in good faith in order to resolve any controversy or claim arising out of or relating to this Agreement or the Services that may arise between them (each a "dispute"). If any provision of this Agreement is held to be overly broad in scope or duration by a court of competent jurisdiction, such provision shall be deemed modified to the broadest extent permitted under the law applicable to such proceeding. In addition, if any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default

b) **Governing Law.**

1. **If Subscriber is a Public Institution.** This Agreement (including those terms related to indemnification) will be governed by and construed in accordance with the Applicable Laws. Such laws shall govern without reference to the conflicts-of-laws rules thereof. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the local courts of the county in which the main campus of Public Institution is located, or the administrative tribunal having exclusive jurisdiction over disputes involving Public Institution, as applicable.

2. **If Subscriber is not a Public Institution.** This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Mississippi, without giving effect to any principles of conflicts of laws, including the United Nations Convention on Contracts for the International Sale of Goods.

14. **Notices.** All notices provided in accordance with this Agreement shall be in writing and shall be sent to the parties at their respective address set forth in this Agreement. Notices shall be sent by certified mail, return receipt requested, and shall be considered given three days after the date mailed.

15. **No Boycott of Israel.** Britannica certifies that it is not currently, nor will it during the term of this Agreement, engage in a boycott of Israel as defined in O.C.G.A. § 50-5-85.

16. **Force Majeure.** Neither party will be liable to the other party for nonperformance resulting from labor strikes, riots, wars, pandemics or other public health emergencies, acts of governmental authorities preventing performance, extraordinary weather conditions or other natural catastrophe, or any other similar cause beyond the reasonable control or contemplation of the party.

17. **Entire Agreement.** This License Agreement, including all schedules, exhibits and addenda hereto, and an applicable Order Form(s), constitute the entire agreement between the Parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of the Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this License Agreement and any schedule, exhibit or addendum hereto, or the Order Form, the following order of preference shall prevail (1) the Mississippi Library Commission Standard Terms and Conditions Addendum attached hereto as **Exhibit B**; (2) the Order Form; and (3) the terms and conditions set forth in this License Agreement.

ENCYCLOPÆDIA BRITANNICA, INC.  
325 N. LaSalle St., Suite 200  
Chicago, Illinois 60654

Signed by:

Signature: Rick Booms  
Name: Rick Booms  
Title: SVP of Sales  
Phone: (312) 347-7323  
Email: booms@eb.com

MISSISSIPPI LIBRARY COMMISSION  
3881 Eastwood Dr.  
Jackson, Mississippi 39211

Signature: Jennifer Lena  
Name: Jennifer Lena  
Title: Deputy Executive Director, Mississippi Library Commission  
Phone: 601-432-4042  
Email: jlena@mlc.lib.ms.us





**Britannica  
EDUCATION**

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TO  
BRITANNICA EDUCATION  
SUBSCRIPTION LICENSE AGREEMENT**

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TERMS OF USE**

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*Last Updated and Effective as of: February 8, 2024*

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**THESE TERMS OF USE CONTAIN [DISCLAIMERS OF WARRANTIES](#) AND [LIABILITY, GOVERNING LAW AND VENUE](#), AND [CLASS ACTION WAIVER](#) PROVISIONS. THESE PROVISIONS AFFECT YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH BRITANNICA. PLEASE READ THEM.**

Britannica offers three types of access to its Services: (1) advertising-supported; (2) ad-free (not including Games) individual and family consumer subscriptions; and (3) institutional subscriptions. [Section 1](#) of these Terms of Use applies to all individuals who use our Services – advertising-supported and subscription-based. [Section 2](#) applies only to individuals with consumer subscriptions. [Section 3](#) applies only to individuals who are Authorized Users under institutional subscriptions. [Section 4](#) – Service-Specific Terms – applies only to users of a particular Service. [Section 5](#) - Legal Notices – applies to everyone. These Terms of Use also incorporate the terms contained in our [Privacy Policy](#), so please read.

## **SECTION 1**

### **Usage Agreement for Everyone**

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**User Generated Content.** This section applies to the extent we have enabled posting of user-submitted comments, audio, video, text or other materials in the Services or otherwise allow you to send information or materials through the Services (collectively, "UGC").

You are responsible for your own UGC and are responsible for the consequences of sending it through the Services. You must not do the following things: send or post UGC that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; send or post UGC that reveals trade secrets, unless you own them or have the permission of the owner; send or post UGC that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others or is otherwise unlawful; send or post UGC that is obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to any other person or entity; send or post a sexually-explicit image; send or post advertisements or solicitations of business; send or post chain letters or the like; or impersonate another person.

By sending or posting UGC, you warrant and represent that you own or otherwise control all of the rights to the content and use of your UGC by Britannica will not infringe or violate the rights of any third party. By sending UGC, you automatically grant to Britannica, a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display it alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicensees. You retain the right to reuse your UGC as submitted to Britannica.

You may not use the Services or other communication mechanisms to sell, to trade, or for other commercial purposes. You may not send UGC through the Services that violates the rights of any third party or contains a virus or other harmful component. Nor may you use language or engage in any activity that is threatening, abusive, vulgar, discourteous, disruptive, or unlawful.

Please be aware that once you post UGC, there is the potential for the general public to read your words, even years from now. Britannica suggests that you exercise caution when posting UGC on the Services and that you not disclose personal identifiable information like your location, medical record number, financial information, etc.

The opinions and/or views expressed in UGC represent the thoughts of individuals, and not those necessarily of Britannica or any of its affiliated companies or any of their respective directors, officers, attorneys, employees, or members of its board of directors. Accordingly, notwithstanding anything else in these Terms of Use, Britannica should not be seen as endorsing any UGC in any way. Britannica, its affiliated companies, any of their respective directors, officers, attorneys, employees, and/or members of its board of directors shall not be liable for any UGC posted or sent by users of the Services.

Britannica does not have any obligation to monitor, edit or delete UGC, but may do so in its sole discretion. UGC including, but not limited to, the following may be deleted or edited by Britannica:

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- Off-topic and redundant UGC (this includes promotion of events, groups, pages, Web sites, organizations and programs not related to or affiliated with Britannica);
- UGC that uses foul or hateful language;
- Personal attacks or defamatory statements or comments;
- UGC that violate the privacy of our users;
- UGC that is obscene, threatening, harassing, deceptive or fraudulent;
- UGC directed at children under the age of 13;
- UGC that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party or individual; and
- UGC that violates applicable laws or regulations.

By submitting UGC, you understand and acknowledge that this information is available to the public, and that we may use this information for internal and external promotional purposes. Please note that other visitors of the Services may use your posted UGC beyond the control of Britannica, however, use of your UGC by such visitors shall comply with any requirements or restrictions imposed on the usage of UGC by their respective owners, which


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- frame Britannica content, surround it with your own advertising or identity, or charge a fee for any link to the Services;
- link to the Services from any Web page or Web site containing libelous, obscene or criminal material, or material that infringes, violates, or advocates the infringement or violation of any third party rights; or
- host, publish, broadcast, rewrite or redistribute any content on the Services except as permitted in these Terms of Use or as specifically permitted by Britannica.

**Mobile Application Services.** You may download certain mobile applications from either Britannica Web sites or third party app stores. All of these Terms of Use, including our [Privacy Policy](#), apply to the maximum extent relevant to your use of such Britannica mobile applications. Prices for our mobile applications may change at any time, and we do not provide price protection or refunds in the event of a price reduction or promotional offering.

**Use of your Data.** Please see our [Privacy Policy](#) for details about how we use and process the data we collect from our Services.

**Service-Specific Terms.** Some of our Services include additional, Service-specific terms that govern your use of the Service in question. Please [click here](#) to view our Service-specific terms. If you do not agree with the Service-specific terms, please do not use the Service in question.

**Idea Submission Policy.** I recognize that Britannica is always innovating and working on ideas, products, processes, and technologies for use in new and existing products. For this reason, Britannica does not accept or consider unsolicited ideas, including without limitation ideas for new or improved products, creative works, marketing plans, or product names (collectively, "Ideas"). Please do not submit any unsolicited Ideas in any form to Britannica. If, despite our request that you not send us Ideas, you still submit an Idea, then regardless of what you say in your submission, the following terms shall apply: You agree that:

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- Neither Britannica nor any of its affiliates is obligated to keep confidential your Idea or any of the information that you submit to us. You agree and acknowledge that all Ideas and information submitted by you will be treated as non-confidential information.
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SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.



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**Governing Law and Venue.** You agree that all matters relating to your access to or use of the Services and these Terms of Use, including all claims or disputes, will be governed by the laws of the United States and the State of Delaware, without giving effect to any principles of conflicts of laws, including the United Nations Convention on Contracts for the International Sale of Goods. By accessing or using the Services, you waive any claims that may arise under the laws of other states, countries, territories, or jurisdictions. Any claim or dispute relating to your access to or use of the Services or asserted under or relating to these Terms of Use shall be brought in the appropriate state or federal court located in New Castle County, Delaware, and we and you each irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in New Castle County, Delaware, for the adjudication of any such claim or dispute.

**Class Action Waiver.** YOU AND BRITANNICA AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING, WITHOUT LIMITATION, A FEDERAL OR STATE CLASS ACTION LAWSUIT. NEITHER YOU NOR BRITANNICA WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. Nothing in this paragraph limits your right or Britannica's right to bring a lawsuit against each other as an individual plaintiff.

**Claims or Disputes Must be Filed within One Year.** To the extent permitted by law, any claim or dispute arising out of or related to use of the Services or these Terms of Use must be filed within one year after such claim or dispute arose. The one-year period begins when the notice of such claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it shall be permanently barred. Any claim by you that may arise in connection with these Terms of Use will be compensable by monetary damages and you will in no event be entitled to injunctive or other equitable relief.

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**Not Advice.** Information contained in the Services is not intended to be medical, legal, tax, financial or other advice and should not be considered medical, legal, tax, financial or other advice, nor is it intended to replace consultation with a qualified physician, attorney or other professional.

**Severability.** If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

**Survival.** The provisions of these Terms of Use which by their nature should survive the termination of these Terms of Use shall survive such termination.

**Waiver.** No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision, and your or our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

**Entire Agreement.** These Terms of Use constitute the entire agreement between Britannica and you, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic).

## SECTION 2 Additional Terms of Use for Consumer Subscriptions and Parents and Guardians of Children Under 16 Years Old

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## SECTION 3 Institutional Subscription Terms





**Britannica  
EDUCATION**

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**SECTION 4  
Service-Specific Terms**

INTENTIONALLY OMITTED

**SECTION 5  
Legal Notices**

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Carmen E. Pagán, Copyright Manager  
Encyclopædia Britannica, Inc.  
325 North LaSalle Street, Suite 200  
Chicago, Illinois 60654  
Fax: 312/294-2118  
Phone: 312/347-7000  
E-mail: [\[email protected\]](#)

Your notice must contain the following information:

1. Your physical or electronic signature (as either the owner of an exclusive right that is allegedly infringed or as a person authorized to act on behalf of such owner).
2. Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single claim, a representative list of such works at that online site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Britannica to locate the material.
4. Information reasonably sufficient to permit Britannica to contact you, such as an address, telephone number and, if available, an electronic mail address.
5. A statement that you believe in good faith that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.



6. A statement that the information in the notice is accurate and that, under penalty of perjury, you are the owner of an exclusive right that is allegedly infringed or are authorized to act on behalf of such owner.

Britannica has a policy of terminating in appropriate circumstances the subscriptions of users who are infringers of copyrights held by others. If your material is removed or access to it is disabled and you believe in good faith that a claim has been wrongly made against you, you may submit a counter-notification to Britannica. Your counter-notification must be in writing and sent to:

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Encyclopædia Britannica, Inc.  
325 North LaSalle Street, Suite 200  
Chicago, Illinois 60654  
Fax: 312/294-2118  
Phone: 312/347-7000  
E-mail: [\[email protected\]](#)

Your counter-notification must contain the following information:

1. Your physical or electronic signature.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which you are located, or if you are outside of the United States, for any judicial district in which Britannica may be found, and that you will accept service of process from the person who notified Britannica of the alleged infringement or an agent of such person.



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EDUCATION**

**EXHIBIT B  
TO**

**BRITANNICA EDUCATION SUBSCRIPTION LICENSE AGREEMENT**



**MISSISSIPPI LIBRARY COMMISSION  
STANDARD TERMS AND CONDITIONS ADDENDUM**

This Addendum ("Addendum") between the **Mississippi Library Commission** ("MLC"), an agency of the State of Mississippi, and **Encyclopedia Britannica** ("Contractor") constitutes an amendment or supplement to the Britannica Education Subscription Order Form and Subscription License Agreement, including the Terms of Use (Contract/Agreement) and is hereby incorporated into said Order Form and License Agreement. Notwithstanding anything to the contrary contained in any agreement by and between Contractor and MLC, and in the event of any conflict between the terms of the underlying Agreement and this Addendum, the terms of this Addendum shall control. The terms of this Addendum may only be amended by a writing which specifically references this Addendum and is signed by both parties.

1. **Conflict.** Any terms in the Agreement which purport to modify or are in conflict with the terms of this Addendum are hereby deleted and replaced with the terms in this Addendum.
2. **Time for Payment.** MLC will make payments for all amounts owed under the Agreement no later than forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods or services in accordance with Miss. Code Ann. § 31-7-305. No invoice shall be considered past due or late until the 45th day after receipt in accord with Miss. Code Ann. § 31-7-305(3). MLC makes no prepayments for services or products. See Miss. Op. Att'y Gen., Meadows (August 18, 2008).
3. **Payment.** Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
3. **Assignment.** Neither party may assign its rights under the Agreement or delegate its duties under the Agreement without the prior written consent of the other party, such consent to not be unreasonably withheld.
4. **Insurance.** Any references to MLC's requirement to buy insurance are deleted. MLC is self-insured and will not be required to purchase casualty and liability insurance. MLC may furnish a certificate of self-insurance pursuant to the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-17.
5. **Limitations on Liability.** Pursuant to Miss. Code Ann. § 11-7-18 and notwithstanding anything contained in the Agreement to the contrary, no limitations on liability on the part of Contractor shall apply to any claims for compensatory damages to real or tangible personal property or to third party claims for death or bodily injury asserted against Contractor directly or by way of contribution to the extent such property damage, death or bodily injury was proximately caused by the negligence or willful misconduct of Contractor or its employees or agents. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall limit Contractor's liability to MLC or any third parties as a result of Contractor's breach of the Agreement, or Contractor's own negligence or willful misconduct. See Miss. Op. Att'y Gen., Long (February 27, 2009).
6. **Governing Law.** MLC Agreements are governed by and interpreted under the laws of the State of Mississippi without reference to conflicts of law provisions. If in the opinion of any court of competent jurisdiction such Agreement and provisions are not authorized or are inconsistent in any respect with Federal and/or Mississippi law, such court shall have the authority, if possible, to read the provisions or modify the Agreement, provision or provisions to be consistent with Federal and Mississippi law, and to enforce the remainder of these provisions as so amended. See Miss. Const. Art 4 § 100. See also Miss. Op. Att'y Gen., Nowak (November 18, 2005).
7. **Limitations on Actions/Jury Trial.** Notwithstanding anything contained in the Agreement to the contrary, the statute of limitations under applicable law shall solely govern the time for the commencement of all lawsuits. See Miss. Op. Att'y Gen., Davis (March 3, 1993). Any language in the Agreement waiving or in any way limiting MLC's right to file any appropriate action is hereby deleted.
8. **Limitations on Remedies.** Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall limit MLC's remedies. Any limitations of remedies contained in the Agreement are deleted in their entirety.
9. **No Named Insureds.** Any provisions of the Agreement which require MLC to name Contractor as an



additional named insured are hereby deleted in their entirety.

10. **Availability of Funds.** Continuance of any MLC Agreement is based on availability of funds. Should there be no funds available for any succeeding funding period, the Agreement will be cancelled as of the end of the funding period with no further obligation on the part of MLC. Any property covered by a lease shall be returned to the Contractor.
11. **Arbitration.** Any provisions of the Agreement which refer to, require, or contain the words "arbitration" and/or "mediation" are hereby deleted in their entirety. See Miss. Op. Att'y Gen., Conerly (February 5, 1999).
12. **Late Charges.** Any provisions of the Agreement which require MLC to pay Contractor any late charges are governed by Miss. Code Ann. § 31-7-305. See also Miss. Op. Att'y Gen., Pearson (November 22, 1993).
13. **Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any further or other exercise thereof or the exercise of any other right, power or remedy.
14. **Attorneys' Fees and Collection Costs.** Any provisions of the Agreement which require the prevailing party, and/or require MLC to pay Contractor any attorneys' fees and/or collection costs are hereby deleted in their entirety. See Miss. Op. Att'y Gen., Stringer (January 25, 2006).
15. **Severability.** If any provision of this Addendum shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Addendum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. **Penalties.** Any language requiring MLC to pay any penalties is deleted in its entirety. MLC does not agree to pay any extra compensation, fees or allowances after services rendered or contract made, or to make any payment not authorized by law.
17. **Waiver of Subrogation.** Any language requiring MLC to waive any cause of action it may have against Contractor or any other party on account of any loss/damage insured by an insurance policy is hereby deleted in its entirety.
18. **Warranty.** Contractor warrants that the goods and/or services provided hereunder shall be free from defects, and performed in a first class, workmanlike fashion. Any limitations of warranties, including warranties of merchantability and fitness for a particular use, contained in the Agreement are deleted in their entirety. See Miss. Op. Att'y Gen., Davis (March 3, 1993).
19. **Indemnification.** Contractor shall indemnify, defend and hold MLC harmless from any and all claims, actions, lawsuits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, resulting from or arising out of Contractor's breach of the Agreement and/or the negligence or willful misconduct of Contractor or its employees or agents. Any provisions of the Agreement which require MLC to indemnify Contractor or any other third parties in any way are deleted in their entirety. See Miss. Op. Att'y Gen., Stringer (January 25, 2006). MLC shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with MLC to the degree and within the parameters required under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, et seq. MLC is an entity of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to Miss. Code Ann. § 11-46-1, et seq., and any action against MLC shall be filed in accordance with and subject to the limitations contained therein.
20. **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that MLC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq. If a public records request is made for any information provided to MLC pursuant to the Agreement, MLC shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

It is also recognized that MLC is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq., and is required to provide public access to its financial information and expenditures through the Institutions of Higher Learning Accountability and Transparency website.

21. **Independent Contractor.** It is understood by the parties that Contractor is an independent contractor and not an employee or agent of MLC. Contractor retains sole and absolute discretion, control and judgment in the manner and means of carrying out its assignments. Contractor shall comply with MLC's Human Resource Department's applicable policies and procedures including pre-employment screening. Contractor understands and agrees that neither it nor its employees performing services hereunder shall be entitled to any of the rights, fringe benefits and privileges established for MLC's employees, if any, including, but not limited to, the following: retirement benefits, medical insurance coverage, life insurance coverage, health insurance, disability insurance coverage, severance pay benefits, PTO, overtime pay, etc. Contractor understands and agrees that MLC will not





pay or withhold from the compensation paid to Contractor pursuant to the Agreement any sums customarily paid or withheld for or on behalf of employees for income tax, unemployment insurance, social security, or payment pursuant to any law or governmental requirement, and all such payments as may be required by law are the sole responsibility of Contractor. Contractor agrees to indemnify and hold MLC harmless from and against any such payments or liabilities for which Contractor may become liable with respect to such matters.

22. **Entire Agreement.** This Addendum; any other documents or writings which it accompanies, or to which it is attached (as amended by this Addendum); and any other documents which may be incorporated therein by reference, constitute the entire agreement of the parties with respect to the subject matter herein. Any other agreements or understandings, whether written or oral, are hereby superseded. The terms of this Addendum; any other documents or writings which it accompanies or to which it is attached (as amended by this Addendum), shall solely govern the rights and obligations of the parties with respect to the subject matter herein. Any modification to the Agreement shall only be effective if it is in writing and signed by both parties.

23. **Tax-Exempt Governmental Entity.** Pursuant to Miss. Code Ann. § 27-65-1, et seq., and 27-67-1, et seq., MLC and other state institutions are exempt from state sales and use taxes. Likewise, MLC will not pay excise or personal property taxes. If the Contractor is liable for such taxes, Contractor shall take such into consideration in pricing. It is Contractor's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible tax liabilities in connection therewith.

24. **No Assignment; No Third-Party Beneficiaries.** No party may assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or another manner. Any purported assignment of rights in violation of this Section is void. This Agreement binds and benefits the parties and their respective permitted successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

25. **Equal Opportunity Employer.** MLC is an equal opportunity employer. MLC does business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act (as amended). During the performance of any contract with MLC, Contractor agrees to be bound by provisions of Civil Rights Act of 1964 (as amended), the Rehabilitation Act of 1973 (as amended), and the Veterans Readjustment Act of 1972 (as amended).

26. **Force Majeure.** "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) The act or event prevents a party in whole or in part from performing its obligations under this Agreement; or satisfying any conditions to the performing party's obligations under this Agreement; (b) The act or event is beyond the reasonable control of and not the fault of the non-performing party; and (c) The non-performing party has been unable to avoid or overcome the act or event by the exercise of due diligence. Notwithstanding anything to the contrary in the Agreement or otherwise, a Force Majeure Event excludes economic hardship, changes in market conditions, or insufficiency of funds. If a Force Majeure Event occurs, the non-performing party is excused from whatever performance is prevented by the Force Majeure Event to the extent prevented and satisfying whatever conditions precedent that cannot be satisfied. When the non-performing party is able to resume performance of its obligations under this Agreement or satisfy the conditions precedent to the performing party's obligations, it shall immediately give the performing party written notice to that effect and shall resume performance under this Agreement no later than five (5) working days after the notice is delivered. This provision is the exclusive remedy available to the non-performing party with respect to a Force Majeure Event. See Miss. Code Ann. § 75-2-617.

27. **Governmental Entity.** Contractor recognizes and acknowledges that University, as a political subdivision of the State of Mississippi, is entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid.

Accepted and agreed to on behalf of **ENCYCLOPAEDIA BRITANNICA, INC.**

Signature: Rick Booms

Date: 7/24/2025

Name: Rick Booms

Title: SVP of Sales

Accepted and agreed to on behalf of **MLC:**

Signature: Jennifer Lena

Date: 7/24/25

Name: Jennifer Lena

Title: Deputy Executive Director



# Mississippi Library Commission- Contract Request - FY26 (July 1, 2025 - June 30, 2026)

All initial contract requests and renewals or amendments to contracts must have this form completed.

**Date of Request:** Thursday, July 31, 2025

**Description of Contract:**

Britannica Digital Library database subscription

**Initial Request/Renewing/Amending:**

☒ Awarding ☐ Renewing ☐ Amending

**Contractor Name:** Encyclopaedia Britannica, Inc

**Contractor Address:** 325 N. Lasalle Street  
Suite 200  
Chicago, IL 60654

**Total Contract Award:** \$82,400.00

**Period of Services**

**Start:** Friday, August 1, 2025

to **End:** Friday, July 31, 2026

**Purpose** (attach a detailed scope of work if initial request; if renewal or amending include justification and any cost increases or changes to original scope of work):

Database Subscription for Britannica Online Service: Britannica K8 Edition & Activation/ Promotion Services

Analysis Describing Award, Renewal, or Amendment of Contract (include specifications, quotes, and/or scoring criteria if applicable)

Database subscription for Britannica Online Service. Britannica will provide support and training for database.

**Type of Contract:**

☐ Sole Source ☐ Emergency ☐ Competitive ☒ Other

If selecting "other," provide detailed explanation:

In accordance with MS Code 31-7-13 (m) (xiv) library books and other reference materials are exempt from bid requirements.

**Requested by:** Lynn Burrell

**Deputy Director Approval:** Jennifer Rene

**Administrative Services Approval:**

**Executive Director Approval** (if applicable):

Heidi E. Birney

Contracts over \$10,000 require Executive Director's Signature

Approval of this agreement is only the initial step in the contract process. In order to establish a valid contract, a formal agreement will be developed by Business Services and the agreement will be signed by the Contractor and the Mississippi Library Commission.