



**1.5 “hoopla Application”** means one or more computer applications maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain streaming devices, smart phones, tablets, and/or other mobile devices.

**1.6 “hoopla Website”** means a Midwest Tape website (currently [www.hoopladigital.com](http://www.hoopladigital.com)) that may be used to access, browse, borrow, stream, and/or return Digital Titles.

**1.7 “Instant Borrow” or “Instant Circulation”** means a PPU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, an Instant Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title (or to obtain access to a “Binge Pass”) pursuant to a pay-per-use (“PPU”) license that is paid for by the Library.

**1.8 “Instant License”** means a pay-per-use license (“PPU License”), as set forth in the attached Appendix 2.

**1.9 “Intellectual Property Rights”** means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under any applicable laws.

**1.10 “Library Administration Website”** means one or more Midwest Tape website(s) (currently available at [www.midwesttapes.com](http://www.midwesttapes.com)) that may be accessed and utilized by the Library to obtain OCOU Licenses, manage content available to Patrons in the Platform, and administer Library policies in regard to Patron use of the Platform.

**1.11 “Library Online Catalog”** means the website(s) owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.

**1.12 “Marks”** means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, trade dress, or other indicators of source associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

**1.13 “Midwest Tape”** means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of selling and distributing media content in digital form to libraries and library users via the Platform. **1.14 “Mississippi Library Commission” (MLC)** A Legislative Agency established and empowered to act on behalf of the 53 Library systems/independants across 5 regions in Mississippi, (See Schedule A, which may be updated from time to time).

**1.15 “Service Partners”** means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Platform.

**1.16 “Title Summary and Promotional Data”** means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

**1.17 "Vendor"** means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Platform to the Library.

## **2. Library RIGHTS & OBLIGATIONS.**

**2.1 Rights.** During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Platform and pursuant to this Agreement; (b) promoting awareness and authorized use of the Platform, including via postings on the Library Online Catalog; and (c) establishing and implementing Library-specific policies in regard to use of the Platform by the Library and Patrons, consistent with this Agreement and the requirements of the Platform.

**2.2 Limitations.** Except for the limited, non-exclusive, non-transferrable rights expressly granted to Library under this Agreement, Library shall have no right in or to, or ownership of, the Platform, Digital Titles, hoopla Application, hoopla Website, Library Administration Website, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by or on behalf of Midwest Tape. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Platform, or to make, sell, or distribute any variations or derivative works of the Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to discourage copyright or trademark infringement, to use its best efforts to prohibit Patrons or others from engaging in such infringement (including by immediately notifying Midwest Tape of any known or suspected violations of Intellectual Property Rights relating to use of the Platform or the Digital Titles), and to refrain from facilitating such activity. In addition, the Library will comply with all other requirements communicated by or on behalf of Midwest Tape with respect to any Intellectual Property Rights and the Marks.

**2.3 No Public Performance Rights.** The Library shall have no public performance rights in the Digital Titles under the terms of this Agreement. Accordingly, the Library may not offer any Digital Titles as a performance to Patrons or the general public, sponsored by the Library or otherwise.

**2.4 General Obligations.** To facilitate the successful introduction of the Platform to Patrons, and the use of the Platform by Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Platform is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Platform and can assist in the promotion and the use of the Platform by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla Website on the Library Online Catalog's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Platform; (e) manage all funds designated or appropriated for use of the Platform; (f) participate in the implementation of the Platform, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Platform; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Platform and the Library Online Catalog, as well as reasonable technical services to support and maintain the Platform during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Platform and/or the use of the Platform, including any changes that could impact the process of Patron authentication.

**2.5 Network Connectivity.** The Library is responsible for providing a suitable network and Internet system for integration of the Platform into the Library Online Catalog or other systems.

**2.6 Use of the Library Administration Website.** The Library agrees that it is solely responsible for managing its use of the Library Administration Website and using that website as designed and in accordance with the Terms and Conditions posted on that website, including by establishing, verifying, and maintaining any settings and controls regarding use of the Platform by Patrons (e.g., limitations on circulations, content restrictions, reporting preferences, etc.).

**2.7 Library Online Catalog.** The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Online Catalog. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Platform with the Library's own Library Online Catalog or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Online Catalog, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Platform.

**2.8 Primary Support.** The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Platform, responding to Patron questions regarding the functionality and technical requirements of the hoopla Website and the hoopla Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

**2.9 No Warranties or Representations to Others.** The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement or under the Terms and Conditions applicable to the Library Administration Website, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, express or implied, to anyone concerning the Platform, Digital Titles, hoopla Application, hoopla Website, and/or Library Administration Website.

**2.10 Compliance with Applicable Laws and Regulations.** The Library will comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with its performance under this Agreement.

**2.11 Costs and Expenses.** The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Library Administration Website, hoopla Website, and hoopla Application.

### **3. FEES, PAYMENTS & REPORTING.**

**3.1 Invoicing and Payment.** Except for purchases of Flex Licenses (which are not being used at this time), Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period in which transactional activity occurs. Payment of each invoice will be due within forty-five (45) days from the date of the invoice. During any period in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance. If the Library has any remaining Advance funds

on account upon expiration or termination of this Agreement, Midwest Tape will notify the Library and refund any unencumbered and unapplied monies upon the Library's written request. The borrows are being limited to 2-4 a month, and the total value of this contract will not exceed \$350,000 amount. Mississippi Library Commission reserves the right to decrease or increase the number of borrows per month during the contract period to stay within the not to exceed amount.

**3.2 Reporting.** Through the Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

**3.3 Taxes.** The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

#### 4. TERM AND TERMINATION.

**4.1 Term.** The term of this Agreement (the "Term") begins on the Effective Date and continues for a period of 12 months thereafter.

**4.2 Termination.** This Agreement may be terminated in either of the following ways:

**By Notice.** Either Party may terminate this Agreement, with or without cause, or convenience, by providing the other Party with sixty (60) days' advance written notice.

**Due to Breach.** Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library's failure to perform its payment obligations under this Agreement for a period of at least thirty (30) days. If any period of such suspension exceeds 30 days, the non-breaching Party may terminate this Agreement by providing the other Party with written notice of such action.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Platform, hoopla Application, hoopla Website, Digital Titles, Marks, Title Summaries and Promotional Data; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

#### 5. MIDWEST TAPE RIGHTS & OBLIGATIONS.

**5.1 The hoopla Platform.** During the Term, Midwest Tape and/or its Service Partners will provide for the following: (a) hosting of and support for the Platform as provided in this Agreement; (b) designation of an implementation specialist ("hoopla Coordinator") to be available for customer support to the Library in connection with the launch and implementation of the Platform; and (c) Library access to the Library Administration Website, which offers tools to enable the Library to manage use of the Platform, including in regard to its inventory, Patron borrowing limits, lending policies, title blocking, ratings and user-advisory settings, usage dashboard, and reporting.

**5.2 Ownership of Vendors' Intellectual Property.** Subject to the provisions of this Agreement, hoopla Vendors retain all of their Intellectual Property Rights in and to their Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Platform.

**5.3 Ownership of Midwest Tape's Intellectual Property.** As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Digital Media Platform, hoopla Application, hoopla Website, Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

**5.4 Modifications to Digital Media Platform.** The Platform, hoopla Application, hoopla Website, Library Administration Website, and other aspects and features of hoopla may be modified at any time by Midwest Tape in its sole discretion, including, without limitation, in order to develop, modify, or improve operations, performance, or functionality.

**5.5 Addition, Removal, and Modifications of Digital Titles.** Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Platform; (b) set or adjust the applicable fees and charges, including, without limitation, PPU Circulation Fee(s), OCOU License Fees, and/or other charges relating to the Platform and/or the media content available on the Platform; (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the Library Administration Website, or other means of major modifications to the functionality of the Platform.

**5.6 Promotion of the Platform.** Midwest Tape may, at its own expense and in its own discretion, publicize the Platform and communicate with the general public and Patrons regarding the availability, features, and use of the Digital Titles, Digital Media Platform, hoopla Application, and hoopla Website.

**5.7 Support.** To support the Platform, Midwest Tape will (a) maintain help files, information, and other appropriate documentation and training materials; (b) undertake reasonable efforts to help the Library perform its obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Platform; (c) supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Platform; and (d) make technical support personnel available for feedback, problem solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the Platform, hoopla Application, hoopla Website, and Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Platform as they become available (the "Secondary Support"). It is acknowledged and agreed that Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided to Patrons will be in its sole discretion.

During the Term, Midwest Tape will use reasonable efforts to provide continuous service. Permissible down time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities; and failure of equipment or services outside its control. Scheduled down time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

**6. MISCELLANEOUS.**

**6.1 Indemnification.** To the fullest extent allowed by law, Midwest Tape, LLC shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Midwest Tape, LLC and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Midwest Tape, LLC may be allowed to control the defense of any such claim, suit, etc. In the event Midwest Tape, LLC defends said claim, suit, etc., Midwest Tape, LLC shall use legal counsel acceptable to the State of Mississippi. Midwest Tape, LLC shall be solely responsible for all costs and/or expenses associated with such defense, and the State of Mississippi shall be entitled to participate in said defense. Midwest Tape, LLC shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

**6.2 DISCLAIMER OF WARRANTIES.** To the extent allowed by and consistent with Mississippi Law MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

**6.3 LIMITATION OF LIABILITY.** To the extent allowed by and consistent with Mississippi Law EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT RESTRICTION OF THE FOREGOING, MIDWEST TAPE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LIBRARY TO MIDWEST TAPE DURING THE TWELVE MONTHS PRIOR TO THE DATE THAT ANY CLAIM ALLEGEDLY AROSE.

**6.4 Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that the Mississippi Library Commission is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to the Mississippi Library Commission pursuant to the agreement and designated by Midwest Tape, LLC in writing as trade secrets or other proprietary confidential information, the Mississippi Library Commission shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Mississippi Library Commission shall not be liable to Midwest Tape, LLC for disclosure of information required by court order or required by law.

**6.5 Anti-assignment/Subcontracting.** Midwest Tape, LLC acknowledges that it was selected by the State of Mississippi to perform the services required. Midwest Tape, LLC shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State of Mississippi, which the State of Mississippi may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of Mississippi of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State of Mississippi in addition to the total fixed price agreed upon in this

agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

**6.6 Assignment.** Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any parent or subsidiary entity, any successor carrying on that part of the business to which this Agreement relates, or any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

**6.7 Notices.** Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

To Midwest Tape:

Midwest Tape, LLC:  
1417 Timberwolf Dr.  
Holland, Ohio 43528  
info@midwesttapes.com  
1 (800) 875-2785

To Library:

Mississippi Library Commission  
3881 Eastwood Drive  
Jackson, MS 39211  
Attn: Lynn Burris  
601-432-4111

**6.8 Amendment.** No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

**6.9 Arms-Length Negotiations.** This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

**6.10 Counterparts.** This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

**6.11 Entire Agreement/Non-Reliance.** This Agreement constitutes the sole and entire agreement between the Parties and supersedes and merges all prior agreements, proposals, negotiations, discussions, and understandings between the Parties relating to the subject matter of this Agreement. No Party has relied or can rely on any statement or representation that is not expressly contained in this Agreement as an inducement to enter into this Agreement.

**6.12 Force Majeure.** No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

**6.13 Contract Indicating.** Governmental Entity -Midwest Tape, LLC recognizes and acknowledges that the Mississippi Library Commission, as an agency of the State of Mississippi, is entering the 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

(Mississippi Library Commission)

MIDWEST TAPE, LLC

By: Helen E. Bivins

By: Sue Bascuk

Print Name: Helen E BIVINS

Print Name: Sue Bascuk

Print Title: Exec Dir.

Print Title: Vice President

Date Signed: 7/17/25

Date Signed: 7/11/2025

## Schedule A

Benton County Library System  
[benton.lib.ms.us](http://benton.lib.ms.us)

Blackmur Memorial Library  
[blackmur.lib.ms.us](http://blackmur.lib.ms.us)

Bolivar County Library System  
[bolivar.lib.ms.us](http://bolivar.lib.ms.us)

Carnegie Public Library of Clarksdale & Coahoma County  
<https://www.cplclarksdale.lib.ms.us/>

Carroll County Public Library System  
<http://cpls-verso.auto-graphics.com>

Central Mississippi Regional Library System  
[cmrls.lib.ms.us](http://cmrls.lib.ms.us)

Choctaw County Public Library  
<https://choctaw.biblionix.com/catalog/>

Columbus-Lowndes Public Library  
<https://www.lowndeslibrary.com>

Copiah-Jefferson Regional Library  
<http://www.copjeflibrary.blogspot.com>

Covington County Library System  
[www.ccls.lib.ms.us](http://www.ccls.lib.ms.us)

Dixie Regional Library System  
[dixie.lib.ms.us](http://dixie.lib.ms.us)

East Mississippi Regional Library  
[emrl.lib.ms.us](http://emrl.lib.ms.us)

Elizabeth Jones Library  
[elizabeth.lib.ms.us](http://elizabeth.lib.ms.us)

First Regional Library  
[firstregional.org](http://firstregional.org)

Greenwood-Leflore Public Library System  
[glpls.com](http://glpls.com)

Hancock County Library System  
[hancocklibraries.info](http://hancocklibraries.info)

Harriette Person Memorial Library  
<http://hpml.lib.ms.us/>

Harrison County Library System  
[harrison.lib.ms.us](http://harrison.lib.ms.us)

Humphreys County Library System  
<http://www.humphreys.lib.ms.us/>

Jackson-George Regional Library System  
[jgrls.org](http://jgrls.org)

Jackson/Hinds Library System  
<http://jhls.us/>

Kemper-Newton Regional Library System  
<http://knrls.lib.ms.us/>

Lamar County Library System  
<http://www.lamarcountylibraries.org>

Laurel-Jones County Library  
[laurel.lib.ms.us](http://laurel.lib.ms.us)

Lee-Itawamba Library System  
[li.lib.ms.us](http://li.lib.ms.us)

Lincoln-Lawrence-Franklin Regional Library  
[llf.lib.ms.us](http://llf.lib.ms.us)

Long Beach Public Library  
[longbeach.lib.ms.us](http://longbeach.lib.ms.us)

Madison County Library System  
[mcls.ms](http://mcls.ms)

Marks-Quitman County Public Library  
[marksquitmancountylibrary.org](http://marksquitmancountylibrary.org)

Marshall County Library System  
[marshall.lib.ms.us](http://marshall.lib.ms.us)

Meridian-Lauderdale County Public Library  
[meridian.lib.ms.us](http://meridian.lib.ms.us)

Mid-Mississippi Regional Library System  
[mmrls.lib.ms.us](http://mmrls.lib.ms.us)

Natchez – Judge George Armstrong Library  
[armstronglibrary.org](http://armstronglibrary.org)

Neshoba County Public Library  
[neshobalibrary.net](http://neshobalibrary.net)

Northeast Regional Library  
[nereg.lib.ms.us](http://nereg.lib.ms.us)

Noxubee County Library  
[noxubee.lib.ms.us](http://noxubee.lib.ms.us)

Pearl River County Library System  
[pearlriver.lib.ms.us](http://pearlriver.lib.ms.us)

Pike-Amite-Walthall Library System  
<http://pawl.ent.sirsi.net>

Pine Forest Regional Library  
[pineforest.lib.ms.us](http://pineforest.lib.ms.us)

Sharkey-Issaquena County Library System  
[youseemore.com/sharkeyissaquena](http://youseemore.com/sharkeyissaquena)

South Mississippi Regional Library  
[smrl.lib.ms.us](http://smrl.lib.ms.us)

Starkville-Oktibbeha County Public Library System  
[starkville.lib.ms.us](http://starkville.lib.ms.us)

Sunflower County Library  
[sunflower.lib.ms.us](http://sunflower.lib.ms.us)

Tallahatchie County Library  
<http://tallahatchie.lib.ms.us/>

The Library of Hattiesburg, Petal & Forrest County  
[hpfc.lib.ms.us](http://hpfc.lib.ms.us)

Tombigbee Regional Library System  
[tombigbee.lib.ms.us](http://tombigbee.lib.ms.us)

Union County Library  
[unioncountylibrary.org](http://unioncountylibrary.org)

Warren County-Vicksburg Public Library  
[warren.lib.ms.us](http://warren.lib.ms.us)

Washington County Library System  
[washington.lib.ms.us](http://washington.lib.ms.us)

Waynesboro-Wayne County Library System  
[wwcls.lib.ms.us](http://wwcls.lib.ms.us)

Wilkinson County Library System  
<http://wcls.lib.ms.us/>

Yalobusha County Public Library System  
<http://yalobusha.lib.ms.us/>

Yazoo Library Association  
<http://yazoolibraryassociation.org/>

## **Appendix 2**

## hoopla® Licenses and Distribution Models

The chart below describes the distribution models included in Midwest Tape's hoopla offering as of the Effective Date, including the digital media licenses that are available via the Digital Media Platform.

	Instant Borrows	Flex Borrows
License type	PPU (Pay-Per Use)	OCOU (One-Copy/One-User)
<b>Circulations / Borrows</b>	An <b>Instant Title</b> is a work that is available for simultaneous access by multiple users. Instant Titles may be accessed via <b>PPU Circulations</b> , otherwise referred to as <b>Instant Borrows</b> , each of which allows a user to stream, download, and/or access the chosen Instant Title, or collection of Titles (e.g., a "Binge Pass", described below), for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user. Instant Borrows are available regardless of whether another user has borrowed the same title for use at the same time. For each Instant Borrow, the Library purchases one <b>Instant License</b> to authorize that particular borrow. A " <b>Binge Pass</b> " is an Instant Borrow that provides the borrower access to a collection of titles, either directly through hoopla or through a third-party website or application.	A <b>Flex Title</b> is only available to one user at a time, via a digital <b>OCOU Circulation</b> , otherwise referred to as a <b>Flex Borrow</b> . If the Library has an available <b>Flex License</b> to a Flex Title, a Patron may activate a Flex Borrow and that license is digitally checked out and considered "in use." Other users cannot access that title during that borrow unless (i) the Library has purchased additional Flex Licenses to the same title, one of which is available at that time, or (ii) the same title also is available as an Instant Title. A Flex Borrow allows a user to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user.
<b>Available formats</b>	All formats (audiobooks, eBooks, comics, movies, television, music, and magazines). Binge Passes are available only for select titles and may not be available for all formats.	Currently available only for audiobooks and eBooks.
<b>Payment obligations</b>  <i>(continued)</i>	A <b>PPU-Circulation Fee</b> is charged for each Instant Borrow. The fees, which are listed on the Library Administration Website, vary by title and format, and are subject to change from time to time. The fee is charged regardless of whether the borrowed content is actually accessed, viewed, streamed, or	Where available, Flex Licenses may be ordered via the hoopla Digital Library Administration Website. The costs of these licenses vary by title and format. Fees for Flex Licenses are invoiced after each purchase (typically daily).

	Instant Borrows	Flex Borrows
	downloaded by the user. Fees for Instant Borrows are invoiced monthly.	
<b>Borrow priority</b>	To optimize Libraries' media purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible. Therefore, if a user requests an Instant Title, and at that time a Flex License to that title is available, the borrow will be fulfilled as a Flex Borrow and no PPU-Circulation Fee will apply. (Note that this priority does not apply to Instant Borrows of Binge Passes. Users may borrow Binge Passes regardless of whether select titles within the Binge Pass may be available as Flex Licenses.)	Same. To optimize Libraries' purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible.
<b>Metering restrictions</b>	N/A	A Flex License may be either perpetual, or "metered." Some publishers do not offer perpetual licenses, but instead offer metered licenses. Metered licenses are limited by time period and/or number of permitted borrows, as described in the Library Administration Website.
<b>Pre-Owned Content</b>	N/A	If the Library has acquired OCOU Licenses from another source ( <b>Pre-Owned Content</b> ), Midwest Tape may be able to include them as Flex Licenses on hoopla for the Library's use hereunder. The Library is responsible for (1) providing an accurate list of Pre-Owned Content for Midwest Tape's review (consistent with Appendix 3), and (2) notifying the owner and/or licensor of such Pre-Owned Content when the Pre-Owned Content is to be removed.

# 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:**

**Description of Contract:**

**Initial Request/Renewing/Amending:**

Awarding     Renewing     Amending

**Contractor Name:**

**Contractor Address:**

**Total Contract Award:**

**Period of Services**

Start:  to End:

**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):

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

**Type of Contract:**

Sole Source     Emergency     Competitive     Other

If selecting "other," provide detailed explanation:

**Requested by:**

**Deputy Director Approval:**

**Administrative Services Approval:**

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

*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.