

**BRITANNICA DIGITAL LIBRARY
SUBSCRIPTION LICENSE AGREEMENT**

THIS BRITANNICA DIGITAL LIBRARY 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 affiliates (collectively, “**Britannica**”), and the undersigned School (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, 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; (b) the applicable Order Form(s); and (c) if applicable, the student data protection agreement entered into between the Parties.

“**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.

“**BDL Products**” means Britannica’s Britannica Digital Learning suite of educational products more particularly described on Britannica’s website at <https://britannicalearn.com/products/>.

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

“**Consortium**” means an association of two or more Schools or related entities, such as a School district, 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 the attached **Schedule A**, 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.

“**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 described in an Order Form.

“**Institution**” see the definition of School.

“**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 School that is majority-owned by or is a legal branch or agency of a local, provincial, state or federal government, 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.

"School" or **"Institution"** means Public and private K-12 or primary and secondary schools, school districts, and related facilities, including Consortiums and Public Institutions, but excluding any instance where any of the foregoing offers training or professional development to business or corporate entities. For purposes of this Agreement, unless otherwise indicated, the School's state of formation is the state in which the School is located.

"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 Services (BDL Products) subscribed to by Subscriber pursuant to this Agreement, and includes the Britannica Content.

"Student Data" means either (a) education records of students, as defined by the Family Educational Rights and Privacy Act ("**FERPA**"), or (b) any other personally identifiable information about a Student User, except that Student Data does not include a record that has had personal data removed such that the student'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.

"Student User" means a student enrolled at a subscribing School who has been granted access the Services pursuant to this Agreement.

"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" means the School-entity 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, including Student Data, 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.

"Usage Agreements" means collectively, the Britannica (1) Terms of Use located at <https://corporate.britannica.com/termsfuse.html>, and (2) Institutional Privacy Policy located at <https://corporate.britannica.com/privacy.html>, in each case as amended from time to time and published on the Services, or as otherwise provided to Subscriber.

"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) students; (2) teaching staff members; (3) administrators; (4) employed staff; or (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 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) **Applicability of Usage Agreements.** Other than as expressly set forth in this Agreement, Britannica makes the Services available to Users, and permits the above uses, strictly in accordance with, and subject to, the Usage Agreements.
- d) **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).
- e) **Consortiums.** If applicable, Subscriber agrees and represents that it has the agreement of all Consortium Members to enter into this Agreement and that each Consortium Member accepts and agrees to the terms and conditions of the Agreement, as if it had itself executed the same. Consortium Members and their Users are entitled to the rights, responsibilities, and privileges set forth for Subscriber under this Agreement. Subject to Britannica's prior approval, Subscriber may increase the number of Consortium Members and related Usage Rights by providing prior written notice thereof and paying additional Fees, as determined by Britannica and set forth in an Order Form.

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, any applicable Order Form, and, with respect to Users, the Usage Agreements; 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.** The "Children's Privacy" section of Britannica's Institutional Privacy Policy located at <https://corporate.britannica.com/privacy.html> applies to use of the Services by Subscriber and its Users, and Britannica's processing of Service-related data, including Subscriber Data, in connection with the Subscribed-To Services. By entering into this Agreement, Subscriber consents, on behalf of itself and its Users, to Britannica's collection, processing, use and transfer of Service-related data, including Subscriber Data, in the manner described in the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at <https://corporate.britannica.com/privacy.html>.

- d) **Compliance with Laws.** Britannica shall comply with all applicable local, provincial, state, federal and foreign laws in providing the Services, including, without limitation, FERPA and COPPA (defined below).

4. Subscriber Responsibilities.

- a) **License Limitations.** In addition to any and all limitations set forth in the Usage Agreements 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; (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) **Student Data.** Subscriber represents, warrants, and covenants that it has all necessary consents in respect of any Student Data that it shares with Britannica to enable Britannica to provide the Services in the manner described herein and in the Usage Agreements. Subscriber hereby grants Britannica a non-exclusive license for the duration of the Agreement (and for thirty (30) days thereafter) to use the Student Data as reasonably required to provide the Services and as described in the "Children's Privacy" section of Britannica's Institutional Privacy Policy located at <https://corporate.britannica.com/privacy.html>.
- c) **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 7 below, and/or (2) terminate Subscriber's subscription without penalty or repayment of any kind by Britannica.
- d) **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, if Subscriber has the ability to create User accounts, Subscriber agrees:
1. It is responsible for ensuring that all Users are informed of and familiarize themselves with the Usage Agreements.
 2. If a User is a Student User:
 - i. If applicable, Student User accounts will be created by an Administrator on the student's behalf and not by the Student User directly.
 - ii. It will closely supervise all use of the Student User accounts.
 - iii. It shall obtain all necessary consents and agreements (including from both the Student Users and the Student Users' parents) to (A) allow each Student User's use of the Services and Britannica Content, and (B) bind Student Users to the Usage Agreements.
 - iv. It is responsible for assuring that all use of the Services by Student Users is in full compliance with all applicable laws, rules and regulations, including, without limitation privacy and educational laws, rules and regulations, including, without limitation, the Children's Online Privacy Protection Act ("**COPPA**") and FERPA, and does not violate any third party rights.

Additionally, to the extent permitted by Applicable Law, Subscriber agrees to defend, indemnify and hold Britannica harmless from and against all claims, liabilities, actions, damages, losses and costs (including reasonable attorneys' fees) that arise from any breach or alleged breach of any of the foregoing obligations, including without limitation from any claims that the use of any of the Subscribed-To Services by a Student User violates COPPA or FERPA or any other applicable educational or data

protection laws, rules and regulations.

- e) **Additional Consents, Licenses and Indemnity.** Subscriber represents to Britannica that it 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. Subscriber shall hold Britannica harmless from, and indemnify it for, any final judgment of a court of competent jurisdiction to the extent arising from or related to this Agreement and attributable to the negligence of Subscriber or of its officers or employees when acting within the course and scope of their employment.
 - f) **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, provincial, state, and federal laws in using the Services; and (4) if applicable, provide Britannica with means to communicate with Administrators in order to promote the use of the Services in the Subscriber's classroom(s).
 - g) **Data Privacy.** Subscriber understands, acknowledges and agrees that:
 - 1. Subscriber has read and understands the "Children's Privacy" section of 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 parties 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 the "Children's Privacy" section of 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. **Renewal Term(s).**
- a) **Automatic Renewal of Subscription.** This Agreement shall automatically renew for an additional twelve (12)-month term (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless either party provides written notice to the other party of its intent not to renew at least sixty (60) days in advance of the end of the Initial Term or current Renewal Term, as the case may be.
 - b) **Renewal Term Subscription Fees.** Subject to the following sentence, Britannica reserves the right to increase Subscription Fees for each Renewal Term as follows: (a) for renewals below Seven Hundred and Fifty U.S. Dollars, Britannica reserves the right to increase Subscription Fees for each Renewal Term by an amount equal to 10% of the Subscription Fees for the Term immediately preceding the Renewal Term; and (b) for renewals at or above Seven Hundred and Fifty U.S. Dollars, Britannica reserves the right to increase Subscription Fees for the Renewal Term by an amount equal to three percent (3%) of the Subscription Fees for the Term immediately preceding the Renewal Term. Subscription Fees for any Renewal Term will not exceed Britannica's then-current subscription rates for similarly situated, new customers, and shall be subject to the payment terms set forth in Section 7 below.
7. **Payment of Fees; Late Payment.** Subscription Fees for the Services shall be (a) due 30 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. Further, in the event of any underpayment or late payment of Fees by Subscriber, Subscriber shall be subject to the payment of a penalty in the amount equivalent to 1.5% (one and half per cent) of the total debt, plus interest in the highest amount permitted by the law, without the prejudice of Britannica's right to terminate this Agreement and the related Services.

8. 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. Britannica shall not 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 contractors 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, sublicenseable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or its Users relating to the operation of the Services.

9. 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 or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. 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.
- 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 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.
- c) **Student Users.** The parties also acknowledge that Confidential Information may include personally identifiable information from children under the age of 16. Subscriber acknowledges that it will act as agent for the parents of Student Users under the age of 16 for purposes of applicable privacy and educational laws, rules and regulations, including, COPPA. Britannica presumes that Subscriber's authorization is based on having obtained parental consent where necessary. Subscriber further acknowledges that it has read, fully understands, and agrees to use best efforts to ensure Users abide by Britannica's Usage Agreements.
- d) **FERPA.** The parties acknowledge that (i) Confidential Information may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"); and (ii) to the extent that Confidential Information includes FERPA Records, Britannica will be considered a "Institution Official" (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of Institution Officials under FERPA. Each party represents and warrants to the other party that it will comply with all provisions of FERPA applicable to such party's performance

hereunder.

10. **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.
11. **Limitation of Liability.** EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL BRITANNICA, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND LICENSORS, OR CONTENT PROVIDERS BE LIABLE: (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO THIS AGREEMENT OR THE USE, INABILITY TO USE, PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR BUSINESS, OR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, EVEN IF BRITANNICA WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE; OR (II) FOR ANY DAMAGES, LOSSES AND/OR CAUSES OF ACTION EXCEEDING ONE THOUSAND DOLLARS (\$1,000) IN THE AGGREGATE.
12. **Indemnification.** If permitted by Applicable Laws and in addition to indemnification obligations set forth in Section 4 above, Subscriber agrees to indemnify and hold Britannica, its directors, officers, shareholders, parents, subsidiaries, affiliates, agents and licensors harmless from and against all losses, expenses, damages and costs including reasonable attorneys' fees, arising out of (a) the information or material Subscriber submits to Britannica, including, but not limited to, liability for violation of copyrights, trademark rights, trade secret rights, or any other intellectual property rights, or the privacy or publicity rights of others, or liability for information or material Subscriber provides that is obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to any other person or entity, or is fraudulent or deceptive, (b) Subscriber's use or unauthorized copying of the Services or the Britannica Content, or (c) Subscriber's violation of any applicable laws or regulations.
13. **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. In the event of termination of this Agreement by either Party, Subscriber shall have no claims against Britannica or its affiliates. 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.
14. **Assignment.** Subscriber may not assign any of its rights or delegate any of its obligations under this Agreement without Britannica's prior written consent.
15. **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”). Except where prohibited by Applicable Laws, the parties agree that any disputes that cannot be settled shall be submitted first to voluntary mediation at the American Arbitration Association (“AAA”) in Chicago, Illinois USA. The Parties will share the cost of mediation equally. If the dispute(s) is not resolved within fifteen (15) days of being referred by either Party for mediation, the dispute shall be resolved before a neutral arbitrator. Arbitration shall be (1) initiated in Chicago, Illinois USA, and (2) conducted by the AAA under its Commercial Arbitration Rules. Except where prohibited by Applicable Law, Britannica and Subscriber each agree to submit to the personal jurisdiction of the federal or state courts located there, in order to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The language of arbitration shall be English and the arbitral award shall be final and binding on both the Parties. Any court with jurisdiction over the parties may enforce the arbitrator's award. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Subscriber 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. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. 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 Delaware, without giving effect to any principles of conflicts of laws, including the United Nations Convention on Contracts for the International Sale of Goods.
- 16. 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.
- 17. Entire Agreement.** This License Agreement, including all schedules, exhibits and addenda hereto, and the 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 this 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, and an Order Form, the terms of this License Agreement shall prevail.

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

INSTITUTION:

Institution Address (Street, City, State, Zip):

Signature: _____
Name: Matthew Krise
Title: EVP - Sales
Phone: 312-347-7000
Email: MKrise@eb.com

Signature: _____
Name: _____
Title: _____
**Institution's duly authorized representative*
Phone: _____
Email: _____

**SCHEDULE A
TO
SUBSCRIPTION LICENSE AGREEMENT**

CONSORTIUM MEMBERS

If applicable, please list Consortium Members below