

March 8, 2012

Monte Woolstenhulme  
Superintendent  
Teton County School District 401  
445 N Main Street  
Driggs, ID 83422

Dear Mr. Woolstenhulme:

We are pleased to present the enclosed Agreement for the licensing and implementation of our **Destiny Resource Management Solution™**.

In order for us to ensure your implementation starts smoothly, please provide us with the information listed below. This will ensure your installation will occur when it is planned.

- An authorized representative of your District needs to sign page 4.
- Ensure that the data on **Schedule C** is accurate. Initial each modification to Schedule C (if any).
- Please fax **ALL PAGES** of the signed document along with your **Purchase Order** to the attention of the sales representative listed below at the corresponding fax number.

We look forward to a successful Destiny Resource Management implementation and we appreciate your decision to partner with Follett Software Company.

We are confident that Destiny will streamline your business of education. If you have any questions, please feel free to contact me.

Sincerely,

Maureen Regan  
Sales Executive  
Phone: 800-323-3397 Ext. 7847  
Fax: 815-578-5847  
[mregan@FollettSoftware.com](mailto:mregan@FollettSoftware.com)



**Agreement**  
**Teton County School District 401**  
**Quote # 448693-1**  
**Customer # 1108430**  
**March 8, 2012**

This Destiny Resource Management Agreement, which includes the attached Additional Terms, Statement of Work and schedules (collectively, "Agreement"), governs your purchase and licensing of Follett's Destiny Resource Management Solution™.

The prices and terms in this Agreement are **confidential**. They will be held open and valid until March 23, 2012.

<i>Destiny Resource Management Solution Summary</i>		<b>Price</b>
<b>Product #</b> 48206L 67058A	<b>Follett Hosted Service Year One</b> <ul style="list-style-type: none"> <li>▪ <b>Destiny Library Manager™ - Student Engagement Package for six (6) location(s)</b> <ul style="list-style-type: none"> <li>○ Alliance Plus</li> <li>○ Destiny Quest</li> <li>○ One Search</li> <li>○ TitlePeek</li> <li>○ Online documentation and Help</li> <li>○ Note: Library Manager is designed specifically as a Library management tool</li> </ul> </li> <li>▪ <b>Server maintenance and support</b></li> </ul>	<b>\$12,327.00</b>
<b>Product #</b>	<b>Implementation Services</b> * See Training Services within SOW for all training requirements <ul style="list-style-type: none"> <li>▪ <b>Project Management:</b> includes a central point of contact during the implementation of the Follett Hosted Service.</li> <li>▪ <b>System Setup:</b> consists of remote initial setup of district and schools, and initial data load.</li> <li>▪ <b>Technical Administrative Training:</b> consists of remote brief technical training for the Follett Hosted Service. For the most optimal learning experience, we recommend no more than twelve (12) participants.</li> <li>▪ <b><u>Library Manager Understanding Roles and Assigning Permissions:</u></b> This interactive Webinar explains the Destiny user hierarchy and the importance of access levels and permissions as they relate to tasks users are able to perform in the software. Customers may have up to a maximum of twelve (12) participants.</li> <li>▪ <b>Essentials Webinar for Library Manager:</b> Live, instructor-led Web-based training covers the essentials needed to begin using Library Manager immediately. Delivered by one of our training experts, the session also provides an introduction to our 24/7 eLearning. Customers may have up to a maximum of twelve (12) participants.</li> </ul>	

<b>Product #</b>	<b>Digital Content Subscriptions</b>
67054A	<ul style="list-style-type: none"> <li>▪ Standards Subscription for six (6) location(s)</li> </ul>

The district understands and agrees that it needs to complete and submit to Follett Software a discovery document providing bar code and scanner information on a per site basis prior to the site moving any data from it's existing library solution to Destiny. This document will be used by Follett Software to insure that the site data properly transfers to the new Destiny database. The district agrees not to move any data to Destiny without authorization by Follett Software. In the event that data is transferred prematurely the district agrees that Follett Software is not responsible and that any additional charges to correct this situation will be the responsibility of the district.

	<p><i>Annual Licensing and Maintenance Costs After Sixteen (16) Months*</i></p> <p>You must schedule delivery and installation of the software prior to March 23, 2012 and then sign and return an Acknowledgement of Delivery (AOD) to Follett by 5:00 pm CST on March 23, 2012. The AOD acknowledges delivery and installation of software and subscriptions.</p>	
<b>Product #</b>	<b>Follett Hosted Service</b>	
48206P 67058P	<ul style="list-style-type: none"> <li>▪ <b>Destiny Library Manager - Student Engagement Package for six (6) location(s)</b> <ul style="list-style-type: none"> <li>○ Alliance Plus</li> <li>○ Destiny Quest</li> <li>○ One Search</li> <li>○ TitlePeek</li> <li>○ Online Documentation and Help</li> <li>○ Note: Library Manager is designed specifically as a Library management tool</li> </ul> </li> <li>▪ <b>District Technical Support includes:</b> <ul style="list-style-type: none"> <li>○ Toll-free telephone technical support for designated Customer contacts</li> <li>○ 24/7 customer Web Portal, with searchable online knowledge base</li> <li>○ Unlimited E-mail support</li> <li>○ On-Demand eLearnings</li> <li>○ Product updates</li> </ul> </li> </ul>	
<b>Product #</b>	<b>Digital Content Subscriptions</b>	
67054P	<ul style="list-style-type: none"> <li>▪ Standards Subscription for six (6) location(s)</li> </ul>	
<b>Total Annual Licensing and Maintenance Costs:</b>		<b>\$8,637.00</b>

*\*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to receive maintenance and updates.*

Based on discussions with your district, your implementation is scheduled to be completed no later than **March 23, 2012**. Follett staff will work with your district to begin project planning to reach that implementation date. Because Follett plans our resource allocation based on projected installation requirements, we appreciate your collaboration in meeting this mutually agreed upon timeline.

**By signing below, you represent that you have read the terms of this Agreement, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as set forth below.

**Follett Software Company**

**Teton County School District 401**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: 1391 Corporate Drive  
McHenry, IL 60050-7041  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: *M. R. Wulsten*  
 Print Name: MONTY R. WULSTEN  
 Title: SUPERINTENDENT  
 E-mail Address: MW@D01.K12-ID.US  
 Address: PO Box 775  
445 N. MAIN ST  
DALE, IDAHO, 83422  
 Date: 3/8/2012

In order for us to ensure your implementation starts smoothly, please provide us with the information listed below. This will ensure your installation will occur when it is planned.

1. An authorized representative of your District needs to **sign above**.
2. Ensure that the data on **Schedule C** is accurate. Initial each modification to Schedule C (if any).
3. Please fax **ALL PAGES** of the signed agreement along with your **Purchase Order** as instructed on the cover letter.
4. Please include with your fax the **name and mailing address** of the person to whom Follett should return a copy of the fully executed agreement.

## Additional Terms and Conditions

**1. Nature of the Transaction.** Follett Software Company ("Follett") agrees to sell and license to the School District first named in this Agreement ("Customer"), and Customer agrees to purchase and license from Follett, the products and services listed in this Agreement (collectively referred to as the "Destiny Solution" or "Solution").

**2. License.** Upon commencement of the hosting services provided under the Agreement, Customer will be licensed to use the Destiny™ software (the "Software") according to the Follett Software Company Product Licensing Terms, incorporated into this Agreement by reference and available at the following URL: <http://www.follettsoftware.com/files/fsc/file/cms/DestinyLicense.pdf>. The license shall be subject to the Term stated in Section 12 below. In the event of a conflict between the terms of this Agreement and the Follett Software Company Product Licensing Terms, the terms of this Agreement shall govern. Access or use of certain additional or special features of Destiny, including but not limited to Destiny Quest, requires that Customer maintains current Follett Software Company support services.

**3. Hosting.** Follett will provide to Customer those hosting services more particularly described in the SOW ("Hosted Services"). Follett may provide the Hosted Services from any facility and may from time to time transfer any or all of the Hosting Services to any new facilities or relocate the personnel, equipment, and other resources used in providing Hosting Services. Follett will backup the Customer's database at the Follett Hosting Center daily and will store the backup in accordance with industry standards.

**4. Service Levels.** The Follett Hosting Service is provided 24 hours per day, 7 days per week. Follett shall provide the following service levels for the Hosting Service:  
98% up-time, Monday through Friday during the hours of 6 a.m. to 6 p.m. (US Central Time) ("Up-time").

**5. Security.** Follett agrees to employ commercially reasonable security measures that comply with all applicable federal and state laws and regulations regarding data security and privacy for provision of the Hosted Service. Except as expressly provided in this Section, neither Follett nor its successors or assigns shall have any liability for the breach of its security measures or the integrity of the Hosting Services, unless caused by the willful misconduct of Follett, its employees or subcontractors.

**6. Third Party Equipment and Software.** Unless otherwise indicated in the SOW, Follett will be responsible for the purchase of, and entering into appropriate licensing agreements concerning, any third party equipment and software necessary for the performance of the Hosted Service. Ownership and/or licenses for the third party equipment and software shall be in the name of Follett.

**7. Customer Responsibilities.** In addition to any other duties and obligations set forth in this Agreement, Customer will undertake the following responsibilities at Customer's sole cost and expense:

- (a) Completion of any Customer requirements set forth in the SOW
- (b) Provision and continuous operation of all communication lines, parts, modems, interface equipment and workstations as necessary or reasonably appropriate for use and maintenance of the network capacity between Customer facilities and the hosted system;
- (c) Cooperation with and assistance to Follett with the transition to the Hosted Service;
- (d) Inspection and review of all reports and other output provided by Follett and notification to Follett of any incorrect reports or output within three business days after its receipt (or other mutually agreed upon time frame);
- (e) Training of appropriate Customer personnel to properly prepare input for and to effectively utilize output from the hosted system; and
- (f) Cooperation with Follett by, among other things, making available as reasonably requested management decisions, information, approvals, and acceptances in order that Follett may properly accomplish its obligations and responsibilities under this Agreement.

**8. Payment.** Customer will make payments for the quoted price of the Software according to the Payment Schedule in this Agreement. On-time payments prior to term expiration are required for annual licensing to use the Follett Hosted Service.



**9. Ownership.** All Customer Personally Identifiable Information and other data received by Follett from Customer (collectively, "Customer Data") will remain Customer's property, and upon the termination of this Agreement for any reason, all Customer Data will be returned to Customer or, if Customer is not willing to receive such data within a reasonable time (not to exceed six months), Follett shall destroy the Customer Data. Follett may use aggregate data from schools or districts for marketing purposes. Follett shall own all intellectual property rights, including copyright, trademark, patent and trade secret rights in and to the Software, and this Agreement shall not be construed as a transfer of any right, title or interest in the Software.

**10. License.** During the term of this Agreement, Customer grants to Follett the limited, nonexclusive right and license to copy, display, perform, modify and otherwise use (and permit others to use) any Customer Data solely for the purpose of rendering the Services to Customer.

**11. Delays.** Follett is not responsible for any failure to provide Hosting Services if such failure is caused by changes to the format of the Customer Data, changes to Customer's equipment or software, or Customer's delay or failure in the performance of customer responsibilities.

**12. Service Term.** The term of the Service shall be one (1) year with automatic renewal, unless either party terminates in writing at least sixty (60) days prior to expiration of the current term. Prices will not change for the first two (2) years of the agreement. Follett will notify Customer at least 90 days in advance of any price changes beyond the initial two (2) years of service.

**13. Effect of Termination.** Sections 10, 14, 15, 16 and 17 shall survive any termination of this Agreement. Upon termination, Customer shall promptly cease to use the Software and return to Follett any proprietary materials provided to Customer as part of this Agreement. At any time prior to termination, Customer may export Customer's data using the Software. Customer will not be entitled to any refunds of payments unless the Customer purchases the customer-hosted version of Destiny for all sites using the Follett Hosting Service. Customers can migrate to a district-hosted version of Destiny by paying a migration fee and purchasing district-hosted licenses for the Destiny software.

**14. DISCLAIMER OF WARRANTY.** THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE). CUSTOMER ACKNOWLEDGES THAT FOLLETT IS NOT THE MANUFACTURER OF THE EQUIPMENT AND EXPRESSLY WAIVES ANY CLAIM AGAINST FOLLETT BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S), ANY DEFECTS OR ANY NONCONFORMANCE OF THE THIRD PARTY EQUIPMENT WITH ITS SPECIFICATIONS, OR FOR ANY INDEMNITY AGAINST ANY CLAIM MADE BY ANY THIRD PARTY AGAINST CUSTOMER.

**15. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOLLETT, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOLLETT'S TOTAL LIABILITY FOR ANY CLAIMS BROUGHT BY CUSTOMER REGARDING THE PRODUCTS AND SERVICES IS LIMITED TO THE AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER DURING THE TWELVE MONTHS PRECEDING CUSTOMER'S NOTICE OF THE CLAIM TO FOLLETT. THIS SECTION WILL NOT APPLY TO LIMIT FOLLETT'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

**16. Indemnification.** Follett agrees to indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, attorneys and assigns, against any third party claims, demands, actions, arbitrations, losses and liabilities resulting from any injury, death or damage to property, caused by Follett's employees or subcontractors in performing the obligations under this Agreement. Follett shall maintain liability insurance sufficient to fulfill its obligations under this Section and shall submit proof of such insurance to Customer upon request. Such insurance may not be changed by Follett in a manner that would lessen the protection provided to Customer during the term of this Agreement without Customer's prior written consent.

**17. Publicity.** During the term of this Agreement, Follett and its affiliates shall have the right to use the customer name and profile in Follett's marketing materials in any media.

**18. Assignment.** This Agreement and the rights and obligations of the parties hereunder may not be assigned or otherwise transferred by either party without prior written consent from the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off, without having to obtain the other party's consent.

**19. Applicable Law.** This Agreement shall be construed under the laws of the State of Illinois, exclusive of its choice of laws provisions.

**20. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all other prior or present understandings, either verbal or written, regarding the subject matter. This Agreement may only be modified or amended in a writing executed by both parties. Any additional or contrary terms or conditions contained in any purchase order or other document issued by Customer shall be null and void unless expressly agreed to in a written modification or amendment to this Agreement.

## *Statement of Work*

### *Schedule A*

Any capitalized terms not defined in this Statement of Work (SOW) have the meanings given them in the Agreement.

### *Services*

This SOW specifies the services (referred to herein interchangeably as “Services” or the “project”) to be provided under the Agreement beginning on or as soon as practical after the Effective Date. Follett will complete the Services according to the schedule below, unless otherwise agreed upon by the parties.

### *Overview*

Follett Software Company’s Destiny Resource Management Solution is comprised of a suite of software and implementation services designed to streamline the business of education.

### *Application Software and Online Services*

This SOW covers your Solution, including the following Destiny Resource Management Solution components:

- Destiny Library Manager

The Follett-hosted service provides access to support the resource management needs of your district. The core of the solution consists of several applications and online service components for inventory management, including:

#### **Application:**

- Centralized database and application
- Cataloging
- Circulation
- Inventory
- Searching
- Reporting
- Off-line Circulation
- Online help
- Alliance Plus—Online access to a database of over 9 million high-quality MARC21 records
- One Search
- Standards
- TitlePeek
- Z39.50 Client
- Z39.50 Server



## *Destiny Quest*

Destiny Quest, a feature of the Destiny Library Manager solution, is a student-focused search interface designed to engage today's digitally-native students with broad-based integrated searching power and social networking components. Destiny Quest fosters greater collaboration among students, teachers, media specialists and parents; strengthens the library-classroom connection; and helps to improve information literacy by providing technology tools to effectively search, manage, organize and interpret vast amount of information from the district's collection and across the Internet. Access to Destiny Quest is included in the cost for Year 1; ongoing access is enabled by subscribing to "Annual Licensing and Maintenance" for subsequent years.

## *Digital Content Subscriptions*

### **Alliance Plus®**

Alliance Plus offers 24/7 access to more than 9 million high-quality MARC records for print materials. The database is continuously updated with new records, allowing your district to quickly and easily keep your catalog up-to-date with local holdings as well as improve search results for your users with the addition of reading and interest levels, subject headings, summary and content notes, and review sources.

### **One Search™ Subscription**

One Search allows your students and staff to search resources simultaneously with a single search, including content from paid and free online research databases that may be available in your library (such as ProQuest, EBSCO or Gale Group) and Destiny. By presenting a single, familiar interface for searching these data sources, your students will find the information they need quickly and effectively, and usage of your valuable research databases will be improved.

### **Standards Subscription**

This online Digital Content Subscription provides access to your curriculum standards. It allows teachers and library staff to build powerful lesson plans by identifying titles in your district's library collection, as well as over 50,000 high-quality, educator selected Web sites, that are aligned with your state or provincial curriculum standards.

### **TitlePeek™ Subscription**

TitlePeek enhances the patron searching experience by providing content enrichment services to titles in the library collection. Content includes cover photos, title profiles, table of contents, brief summaries, author notes, first chapter or excerpts, and published reviews.

## *Implementation Services*

### **Project Management**

Follett will provide project management services in accordance with industry standard techniques. The Follett Project Manager is your district's central point of contact during the implementation of the Destiny Resource Management Solution, to guide and oversee the entire implementation.

Your Project Manager focuses on the following objectives:

- Facilitation of all project planning activities
- Creation of a Project Plan that is developed and agreed to in writing by both you and Follett
- Coordination of all internal resources to ensure that timelines and deadlines are met
- Successful completion of the project and written customer Acknowledgement of Delivery of the Destiny Resource Management Solution

Additionally, The Project Manager will coordinate the efforts of the various internal resources to ensure that timelines and deadlines are met. The Project Manager guides the project from the time of purchase commitment through the Acknowledgement of Delivery.

**Follett Project Manager Responsibilities:**

- Facilitate all project planning activities
- Create a detailed Project Plan
- Manage the Project Plan to ensure that deadlines are met, and mitigate whenever plan objectives are at risk
- Maintain project documentation and provide periodic status reports
- Work with your district's primary point of contact to resolve any issues that develop during the project
- Ensure communication between the Implementation Team and your district
- Transition your district to our Customer Service team within the agreed upon period, not to exceed 60 days of receipt of Acknowledgement of Delivery letter

**Customer Responsibilities:**

- Assign a single Customer point of contact to work directly with the Project Manager.
- Participate in the Project Planning Meeting with Follett—Customer project stakeholders must attend.
- Provide a list of sites that will use the Destiny Resource Management Solution under the Destiny Resource Management Agreement. This must be documented in Schedule C of this Agreement.
- Meet commitments as agreed upon in the Project Plan. If deadlines are not met, the overall Project Plan may need to be modified to compensate for changes. Should Customer not meet a commitment set forth in the agreed Project Plan, Follett cannot guarantee that the original timelines can be kept. Any changes to the agreed upon Plan must be evidenced in writing signed by the parties.
- Participate in conference calls as needed.

## *Destiny Library Manager Data Services*

### **Library Data Services Not Included in Agreement**

You have elected not to include Follett data services in this Agreement. Therefore you are wholly responsible for results created by data loaded into your Destiny Library Manager Solution. Follett cannot be held responsible for the costs associated with correcting any issues related to data not processed by Follett.

Please be aware of the following notes regarding importing data into Destiny:

- Destiny Library Manager uses a set of matching rules when importing data into the database. You will need to review these rules prior to data import. Your Project Manager can assist with any questions you may have regarding data import.
- The Follett/Sagebrush data extraction utilities and import process does not automatically contain data cleanup or enhancement services. These services are available if purchased as part of this Agreement.

## *Training Services*

Training should be scheduled within 30 days, and completed within 90 days, of the signed Acknowledgement of Delivery (AOD). If Training is not completed within 90 days of the signed AOD, Follett Software Company is not obligated to complete the training, but may do so depending upon the circumstances. If your district elects to receive training at a later date, you may be charged up to current market prices. Customers are not permitted to videotape or record in any way FSC delivered services or training events.

### **Library Manager Understanding Roles and Assigning Permissions**

This interactive Webinar explains the Destiny user hierarchy and the importance of access levels and permissions as they relate to tasks users are able to perform in the software. Activities in this session include setting up user logins and passwords for functional training attendees. Customers may have up to a maximum of twelve (12) participants.

### **Essentials Webinar for Library Manager**

The Essentials Webinar for Library Manager offers live, instructor-led, Web-based training that covers the essentials needed to get optimal use from Destiny Library Manager. The session offers instruction on how to: navigate within the software, search the online catalog, circulate materials, create notices and reports, set up loan periods and policies, add titles, and use Destiny Quest. Customers may have up to a maximum of twelve (12) participants. Attendees who participate in this training will be authorized to contact Follett's toll-free telephone technical support hotline for help.

## *Additional Training Services*

### **Destiny Training**

Additional training content can be purchased and delivered at the time of implementation or later. Additional training sessions will provide each librarian, textbook coordinator or asset manager in your district with complementary skills to maximize use of your Destiny Resource Management Solution. The format is hands-on, with the number of attendees per session based on the options selected.

### **On-Demand eLearning**

On-Demand eLearning offers access to our extensive online library of training modules. This training will allow Destiny users to maximize use of the Destiny Resource Management Solution by providing access to training whenever and wherever needed. Access to our On-Demand eLearning is included in the cost for Year 1; ongoing access is enabled by subscribing to "Annual Licensing and Maintenance" for subsequent years.

## *System Setup Services*

### **System Setup**

System setup for the Follett Hosted Service provides your school with configured access to your Destiny software via a Web site address (URL).

Bibliographic data that is processed by Follett will be imported into Destiny. If your data extraction from your current system includes patron data, it will also be imported into Destiny. In addition, if you can provide an export of patron data in CSV file format from your Student Information System (SIS), Follett will import it into Destiny.

It is the customer's responsibility to provide written verification of the Follett Hosted Service Solution delivery immediately following the System Setup via the Acknowledgement of Delivery document (AOD).

There are some services that Follett will not perform for your district:

- Follett will not install any hardware or software at your district or schools.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running to support the service. This includes all routers and Wide Area Network links.

No school visits are included within the scope of this Agreement. However, during the System Setup the Follett implementation specialist will illustrate workstation configurations that support Destiny.

### **Technical Administrative Training**

The Follett technical specialist will deliver a brief technical training for your district technology staff. For the Follett Hosted Service, this training will focus on technical administrative functions that you will want to understand, which does not include managing a Destiny server since the server will be managed by Follett.

Your district can have up to twelve users at this training session. Attendees who participate in this training will be authorized to contact Follett's Technical Support hotline for help. Only Follett-trained individuals are authorized to contact Follett's Technical Support line. Additional attendees can be added at an additional cost.

Follett may utilize remote, Web-based conferencing tools to facilitate this training. If this training is delivered with remote, Web-based conferencing tools, high-speed Internet access is required. For best results, your district should select a quiet room with a quality conference telephone.

## *Post Implementation Support Services*

### **District Technical Support**

District Technical Support is included with your Destiny Service Agreement, and features the following services:

- Software updates during the year

- Alliance Plus—Online access to a database of over 9 million high-quality MARC21 records
- One Search
- Standards
- TitlePeek
- Toll-free telephone technical support for designated Customer contacts
- 24/7 customer Web Portal, with searchable online knowledge base
- Unlimited E-mail support
- On-Demand eLearnings

Note: Follett will only provide support for the current and one prior release of software. Follett will only provide support to the extent that the applicable Management product is utilized as licensed. Any use beyond the intended use of the product, as outlined in the Statement of Work, may result in cancellation of Support.

### **Telephone support for issue resolution**

Your designated Customer contacts will have access to Follett's staff of product and technical experts via a toll-free number from 6 a.m. to 6 p.m. Central Time, Monday through Friday. The expectation is that the designated contacts are the point of contact for all end users within the district. Follett will not provide technical support to Customer staff members that have not been designated by the Customer.

#### **Customer Requirements:**

- Only the designated Customer contacts may contact Follett Technical Support.
- Unless trained by Follett personnel, site-based staff must contact a designated representative within your district for support.

### **Customer Web Portal**

Follett has a Web-Based support portal, which is available 24/7 to all customers with a current support Agreement. It includes:

- Keyword searchable knowledge base containing articles written by product and system experts
- User guides and manuals
- User groups/online discussion groups
- Electronic newsletters
- Frequently Asked Questions (FAQs)

### **Email support**

Technical support is available to your district via email at any time. You can use this method of support for issues that do not require immediate assistance.

### **On-Demand eLearning**

On-Demand eLearning offers access to our extensive online library of training modules. This training will allow Destiny users to maximize use of the Follett Hosted Service by providing access to training whenever and wherever needed. Access to our On-Demand eLearning is included in the cost for Year 1; ongoing access is enabled by subscribing to "Annual Licensing and Maintenance" for subsequent years.

## *Payment Schedule*

### *Schedule B*

Customer agrees to make the following payments related to the purchase outlined in this Destiny Resource Management Agreement.

<b>Description</b>	<b>Amount</b>	<b>Due Date</b>
Initial Costs	\$12,327.00	Net 120 days after acknowledgement of delivery
<b>Total</b>	<b>\$12,327.00</b>	

\*\*An estimated credit in the amount of \$1,081.49 will be applied to your Total for your unused support. This credit is based on implementation of your Destiny Solution on March 23, 2012.

1. Total includes purchase price, estimated shipping and handling, and any applicable interest.
2. All fees due under this Agreement are payable in US Dollars only.
3. You must schedule delivery and installation of the software and all training to be completed prior to March 23, 2012 and then sign and return an Acknowledgement of Delivery (AOD) to Follett by 5:00 pm CST on March 23, 2012. The AOD acknowledges delivery and installation of software and subscriptions.



*Web site address and Licensed School Sites\**  
*Schedule C*

\*Note: Licenses are transferable.

Please indicate the Web site address (URL) you wish to have for your Follett Hosted Service Solution. The format required is yourdistrictname.follettdestiny.com.

1 <sup>st</sup> choice:	<i>fsd401</i>	.follettdestiny.com
2 <sup>nd</sup> choice:	<i>Teton sd 401</i>	.follettdestiny.com
3 <sup>rd</sup> choice:	<i>Teton School D 401</i>	.follettdestiny.com

# Licensed School Sites\*

## Schedule C

\*Note: Licenses are transferable.

School or Site Name	Product Type (check all that apply)	Data Service	Enriched Content Subscriptions
1) DRIGGS ELEM SCH 1100794	<input checked="" type="checkbox"/> Library Manager	<input type="checkbox"/>	<input type="checkbox"/> Alliance A/V
	<input type="checkbox"/> Textbook Manager	<input type="checkbox"/>	<input type="checkbox"/> Fountas & Pinnell
	<input type="checkbox"/> Media Manager	<input type="checkbox"/>	<input type="checkbox"/> Lexile
	<input type="checkbox"/> Asset Manager	<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
			<input checked="" type="checkbox"/> Standards
			<input checked="" type="checkbox"/> TitlePeek
			<input type="checkbox"/> WebPath Express
2) Rendezvous Upper Elementary	<input checked="" type="checkbox"/> Library Manager	<input type="checkbox"/>	<input type="checkbox"/> Alliance A/V
	<input type="checkbox"/> Textbook Manager	<input type="checkbox"/>	<input type="checkbox"/> Fountas & Pinnell
	<input type="checkbox"/> Media Manager	<input type="checkbox"/>	<input type="checkbox"/> Lexile
	<input type="checkbox"/> Asset Manager	<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
			<input checked="" type="checkbox"/> Standards
			<input checked="" type="checkbox"/> TitlePeek
			<input type="checkbox"/> WebPath Express
3) TETON HIGH SCH 1100393	<input checked="" type="checkbox"/> Library Manager	<input type="checkbox"/>	<input type="checkbox"/> Alliance A/V
	<input type="checkbox"/> Textbook Manager	<input type="checkbox"/>	<input type="checkbox"/> Fountas & Pinnell
	<input type="checkbox"/> Media Manager	<input type="checkbox"/>	<input type="checkbox"/> Lexile
	<input type="checkbox"/> Asset Manager	<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
			<input checked="" type="checkbox"/> Standards
			<input checked="" type="checkbox"/> TitlePeek
			<input type="checkbox"/> WebPath Express

4) TETON MDL SCH  
1108425

- |   |                          |  |
|---|--------------------------|--|
| <input checked="" type="checkbox"/> Library Manager | <input type="checkbox"/> | <input type="checkbox"/> Alliance A/V            |
| <input type="checkbox"/> Textbook Manager           | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell       |
| <input type="checkbox"/> Media Manager              | <input type="checkbox"/> | <input type="checkbox"/> Lexile                  |
| <input type="checkbox"/> Asset Manager              | <input type="checkbox"/> | <input type="checkbox"/> Reading Program – AR/RC |
|   |                          | <input checked="" type="checkbox"/> Standards    |
|   |                          | <input checked="" type="checkbox"/> TitlePeek    |
|   |                          | <input type="checkbox"/> WebPath Express         |

5) TETONIA ELEM SCH  
1100394

- |   |                          |  |
|---|--------------------------|--|
| <input checked="" type="checkbox"/> Library Manager | <input type="checkbox"/> | <input type="checkbox"/> Alliance A/V            |
| <input type="checkbox"/> Textbook Manager           | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell       |
| <input type="checkbox"/> Media Manager              | <input type="checkbox"/> | <input type="checkbox"/> Lexile                  |
| <input type="checkbox"/> Asset Manager              | <input type="checkbox"/> | <input type="checkbox"/> Reading Program – AR/RC |
|   |                          | <input checked="" type="checkbox"/> Standards    |
|   |                          | <input checked="" type="checkbox"/> TitlePeek    |
|   |                          | <input type="checkbox"/> WebPath Express         |

6) VICTOR ELEM SCH  
1100395

- |   |                          |  |
|---|--------------------------|--|
| <input checked="" type="checkbox"/> Library Manager | <input type="checkbox"/> | <input type="checkbox"/> Alliance A/V            |
| <input type="checkbox"/> Textbook Manager           | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell       |
| <input type="checkbox"/> Media Manager              | <input type="checkbox"/> | <input type="checkbox"/> Lexile                  |
| <input type="checkbox"/> Asset Manager              | <input type="checkbox"/> | <input type="checkbox"/> Reading Program – AR/RC |
|   |                          | <input checked="" type="checkbox"/> Standards    |
|   |                          | <input checked="" type="checkbox"/> TitlePeek    |
|   |                          | <input type="checkbox"/> WebPath Express         |