



Destiny™ Library Manager  
 Proposal  
 Warren Co Sch Dist  
 Quote # 167313-1  
 North Warren, PA  
 March 18, 2010

Thank you for your interest in Follett Software Company and our information management solutions.

The following proposal for Follett Software Company site-based Destiny Resource Management Solution™ (the "Solution") includes software licensing and ongoing yearly support.

These prices are strictly **confidential**. They will be held open and valid until June 15, 2010, after which they are subject to change by Follett Software Company.

<i>Destiny Resource Management Solution Summary</i>		
	<i>Price</i>	
<i>Product #</i> 67054A	<b><i>Enriched Content Subscriptions</i></b> <ul style="list-style-type: none"> <li>▪ Standards Subscription for one (1) locations</li> </ul>	<b>\$ 499.00</b>
<i>Annual Licensing and Maintenance Costs After Year One* (starts in Year Two)</i>		
<i>Product #</i> 67054P	<b><i>Enriched Content Subscriptions</i></b> <ul style="list-style-type: none"> <li>▪ Standards Subscription for one (1) locations</li> </ul>	
<b><i>Total Annual Licensing and Maintenance Costs:</i></b>		<b>\$ 499.00</b>



Software  
Company  
A Follett Corporation Company

## Destiny™ Resource Management Agreement Warren County School District

Quote # 82216-2

Sheffield PA

July 9, 2009

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 Destiny Resource Management Solution provides a centralized inventory management solution that includes a Destiny Resource Management application software license, data processing and conversion services, system installation, project management support, and training for your District.

The prices and terms in this Agreement are confidential. They will be held open and valid until September 15, 2009.

Based on discussions with your district, your implementation is scheduled to be complete by **August 31, 2009**. 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.

On-Site training should be scheduled within 30 days, and completed within 90 days, of the signed Acknowledgement of Delivery (AOD). If On-Site 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.

The prices on this and the immediately following pages do not include sales tax or shipping and handling charges and are based on the number of licenses within the District stated below. Your District (Customer) may be responsible for sales tax on some or all of the products and services included in this Agreement. If Follett is aware of any tax responsibilities we will include those fees in the attached Payment Schedule (Schedule B). However, your District is responsible for actual tax fees regardless of Follett's computation.

<i>Destiny™ Resource Management Solution Summary</i>	
	<b>Price</b>
<b>Software License</b>	<b>\$39,088.00</b>
<ul style="list-style-type: none"> <li>▪ Destiny Library Manager™ - Student Engagement Package for thirteen (13) locations               <ul style="list-style-type: none"> <li>○ Alliance Plus</li> <li>○ Destiny Quest</li> <li>○ TitlePeek</li> <li>○ Online access to over 8 million MARC records</li> <li>○ Online Documentation and Help</li> </ul> </li> </ul>	

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<p><b>Implementation Services</b></p> <ul style="list-style-type: none"> <li>▪ <b>Project Management:</b> includes a central point of contact during the Implementation of the Destiny Resource Management Solution, and a remote Planning Meeting.</li> <li>▪ <b>Centralized System Integration:</b> includes remote installation and configuration of Destiny Resource Management software and initial data load.</li> <li>▪ <b>Technology Training:</b> consists of live, instructor-led Web-based Destiny Resource Management technology training. For the most optimal learning experience, we recommend no more than twelve (12) participants.</li> <li>▪ <b>District Training:</b> includes live, instructor-led, Web-based Training focused on district functionality of the Destiny Resource Management Solution. For the most optimal learning experience, we recommend no more than twelve (12) participants.</li> <li>▪ <b>Library Manager On-Site Training -- 1 Day:</b> Conveniently delivered by one of our training experts at your location, this one-day training covers functionality to get your users up to speed quickly, and introduces our 24/7 eLearning. For the most optimal learning experience, we recommend no more than twenty (20) participants.</li> </ul> <p><b>Data Services</b></p> <ul style="list-style-type: none"> <li>▪ <b>Library Manager MARC Enhancement for thirteen (13) locations</b></li> </ul>	
<p><b>Annual Licensing and Maintenance Costs After Year One* (starts in Year Two)</b></p> <p><b>Software License</b></p> <ul style="list-style-type: none"> <li>▪ <b>Destiny Library Manager - Student Engagement Package for thirteen (13) locations</b> <ul style="list-style-type: none"> <li>◦ Alliance Plus</li> <li>◦ Destiny Quest</li> <li>◦ TitlePeek</li> <li>◦ Online access to over 8 million MARC records</li> <li>◦ Online Documentation and Help</li> </ul> </li> <li>▪ <b>District Technical Support includes:</b> <ul style="list-style-type: none"> <li>◦ Toll free telephone technical support for participants in Follett-delivered training sessions</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>	
<p><b>Total Annual Licensing and Maintenance Costs:</b></p>	<p><b>\$9,100.00</b></p>

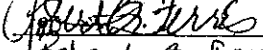
\*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs in order to receive updates.

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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.

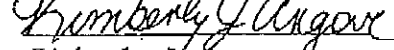
IN WITNESS WHEREOF, the parties have caused this Statement of Work to be duly executed by their authorized representatives as set forth below.

**Follett Software Company**

Signature:   
Print Name: Robert B. Ferris  
Title: Controller  
Address: 1391 Corporate Drive  
McHenry, IL 60050-7041

Date: 7/17/09

**Customer**

Signature:   
Print Name: Kimberly J. Angove  
Title: Board of School Directors President  
E-mail Address: k.angove@wcsdpa.org  
Address: Warren County School District  
185 Hospital Drive  
N. Warren, PA 16365  
Date: July 10, 2009

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### Additional Terms

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 completion of delivery and installation of the Solution, 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 [http://www.follettsoftware.com/\\_files/fsc/file/cms/DestinyLicense.pdf](http://www.follettsoftware.com/_files/fsc/file/cms/DestinyLicense.pdf). The Destiny Resource Management software is provided only under a user license and is not a transfer of any rights, title or interest in and to the Destiny software. Follett Software Company shall remain the sole owner of all rights, title and interest, including copyrights, in and to the Destiny software. 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. **Services.** Software Implementation Support, Project Management and Software Maintenance and Support purchased under this Agreement are set forth in detail, including Customer's obligations in receiving the services, under the Statement of Work attached to and incorporated into this Agreement as Schedule A (the "SOW"). Customer will receive, at no additional cost, any corrections, enhancements, updates or other modifications to the Software to the extent they are made generally available to Follett's customers, provided Customer has continuously maintained and paid for Support and Maintenance or makes payment to become current on continuous Support and Maintenance.

4. **Delivery.** The Software and equipment purchased hereunder will be delivered within 30-60 days from the date of Customer's execution of this Agreement. Follett will arrange for packing, insurance, shipment and delivery to the location designated by Customer. Customer will be charged for the cost of shipping and the FOB point shall be the Customer's place of business.

5. **Payment.** Customer will make payments for the quoted price of the Solution according to the Payment Schedule in Schedule B attached to and incorporated into this Agreement.

6. **Additional Hardware and Software Required.** This Agreement does not include the cost or purchase of a central server and workstation hardware required for operating the Destiny™ Solution. Customer will need to obtain at its own expense Microsoft SQL Server. For information regarding these requirements, Customer may contact its Follett Sales Executive.

7. **Limited Warranties.** Follett warrants, for the benefit of Customer only, that the third party equipment purchased under this Agreement will conform in all material respects to the specifications supplied by the manufacturer and shall be free of material defects. Follett's sole obligation and Customer's exclusive remedy for any defect or nonconformity in the equipment will be Follett's cooperation with Customer to provide it with the benefit of any warranty and support commitment of the third-party manufacturers and suppliers of the equipment. Follett warrants that the services provided under the attached SOW will be performed using generally accepted industry standards and practices and in compliance with all applicable state, federal, municipal or local educational institution codes. Follett's limited warranty covering the Software is set forth in the Follett Software Company Product Licensing Terms.

8. **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.

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**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

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## *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 Destiny Resource Management Solution provides a centralized database and application server 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:

- Centralized database and application
- Cataloging
- Circulation
- Inventory
- Searching
- Reporting
- Off-line Circulation
- Online help
- Online access to a database of over 8 million high-quality MARC21 records (additional access to audio-visual MARC records is a separate optional service—Alliance A/V)
- Z39.50 Client
- Z39.50 Server

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## *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.

## *Enriched Content Subscriptions*

### **Alliance Plus™**

Alliance Plus offers 24/7 access to more than 8 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.

### **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

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The Project Plan includes the following key activities:

**Project Planning Questionnaires:** At the beginning of your project, your Project Manager will provide questionnaires to be filled out by your district staff. You will be requested to fill out a questionnaire for each Destiny product, a questionnaire concerning your servers and network, and a questionnaire concerning your Student Information System. It is important to complete these and return them to your Project Manager prior to the Project Planning Meeting in order to have the most efficient and productive meeting, and for Follett to provide the guidance and recommendations appropriate for your district.

**Project Planning Meeting:** This meeting will review responses from the Project Planning Questionnaires and address any questions or concerns. The expected outcome of this meeting is to develop the implementation, installation and training plan and to ensure that proper expectations are set regarding project responsibilities and schedule. For Asset Manager, Media Manager and Textbook Manager, implementations consisting of 25 or more school locations have the option for the Project Planning Meeting to be held on site.

**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.
- Confirm three weeks before installation that all hardware (servers and WAN) is installed and ready for installation. Customer will be responsible for compensating Follett for any expenses incurred due to your district's failure to meet hardware installation requirements that delay or cancel the installation.
- Provide written verification of the Destiny Resource Management Solution delivery immediately following the District Training.

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## *Destiny Library Manager Data Services*

### **Library Manager MARC Enhancement**

Follett will provide the Library Manager MARC Enhancement service to improve relevancy and accuracy of search results, increase access points so users find information quickly and easily, and streamline searching and information retrieval for data that is exported from an existing library automation system.

The service will attempt to replace the majority of the content in each MARC record with content from Follett's continuously updated database of MARC records, while maintaining correctly cataloged local information. Additionally, the service repairs the MARC record structure, corrects existing tag formats, creates required MARC tags, and updates existing SEARS subject headings using the latest SEARS heading edition.

An added benefit of the service is to add the school's name to the end of all 59X tags to identify which school has added a special note, such as an autographed copy.

Enhancements completed through the MARC Enhancement service will improve the proper merging of titles and preservation of data when records representing multiple collections are loaded into Destiny's central database.

#### **Follett Responsibilities:**

- Follett will profile the data at the time of conversion in an attempt to identify data issues and associated implications with loading the data into Destiny.
- Follett will assign a Data Specialist to the project team to serve as your point of contact for any data consultations.

#### **Customer Responsibilities:**

- Customer will provide Follett with the data in electronic format, along with related materials or instructions (such as using strict or expanded matching rules), in accordance with the timeframe specified in the Project Plan.
- Customer will provide clarification of issues associated with the data work to be completed.
- Customer will provide a single point of contact for data related decisions and communications.

## *Training Services*

**District Training:** This instructor-led, Web-based Training will focus on teaching district users the essential district capabilities of the Destiny Resource Management Solution. Topics may include district cataloging, district patron management, district reporting as well as other district-level tasks. The number and type of trainings will depend on the specific modules you have selected, and will be detailed by your Project Manager during project planning.

To provide the most optimal learning experience, we recommend no more than twelve (12) participants. These users will be authorized to contact Follett's toll-free technical support hotline for help.

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Follett utilizes remote, Web-based conferencing tools to facilitate this interactive training. Therefore high-speed Internet access is required, as well as access to a conference phone.

**Product Training:** This training will assist Destiny Resource Management Solution end users in your district maximize use of the Destiny Resource Management Solution by providing hands-on, activity-based instruction delivered at your district location.

**Library Manager On-Site Training -- 1 Day**

On-Site Training will help end users in your district maximize use of Destiny Library Manager by providing hands-on, activity-based instruction delivered at your district location.

This one-day training session provides adequate time to cover essential topics needed to start using Library Manager immediately, and introduces our 24/7 eLearning. Follett also offers additional topics that you may be interested in to broaden and deepen your knowledge of the product, available at additional cost.

To provide the most optimal learning experience, we recommend no more than twenty (20) participants. Attendees who participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

## *System Integration Services*

### **Centralized System Integration**

Follett will ensure that the Destiny Resource Management Solution is optimally integrated into your district's technology infrastructure during the project implementation. The service includes:

- Installation and integration of the software components of the Destiny Resource Management Solution into your configured application and database servers.
- Configuration changes to all Destiny Resource Management Solution servers as required.
- Configuration to support automatic transfer of patron personal data and (if applicable) class schedule data from your existing Student Information System (SIS).
  - Prior to installation, the Follett Implementation Specialist will work with you to determine if your district can produce a centralized extract of patron data.
  - Follett will use a sample extract to write a customized script to transform and import that data into Destiny.
  - Your district is solely responsible for creating and maintaining an automated extract of patron data from your SIS.
  - In order to avoid potential problems, any changes to the format of the data extract should be coordinated with Follett Technical Support prior to implementing the change in your production environment.
- For existing users of Follett products taking advantage of the extraction utility, the Follett Technical Specialist will load extraction files into Destiny. During the migration to Destiny, the customer will be responsible for running the extracting utility at each campus prior to Centralized System Integration.
- For customers not previously using Follett products, the Follett Technical Specialist will load any converted data that Follett has processed into Destiny during Centralized System Integration.

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

- Follett will not install any server hardware. All servers must be up and running prior to Centralized System Integration.
- Follett will not install an operating system from scratch for your district. However Follett will configure an operating system to integrate Destiny into your infrastructure, as needed.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running prior to Centralized System Integration. This includes the server operating systems, SQL Server, as well as all routers and Wide Area Network links.

All work will be performed at a district technology office, or remotely via Windows Terminal Services. No school visits are included within the scope of this Agreement. However, during the Centralized System Integration the Follett Implementation Specialist will illustrate district technology staff workstation configurations that support Destiny.

**Technology Training:** During the Centralized System Integration, the Follett Technical Specialist will deliver in-depth technical training for your district technology staff. This training will be conducted after the solution has been integrated into your infrastructure. Topics include the technical architecture of Destiny, backup/ restore, performance monitoring and tuning, patron updates, desktop rollout, etc.

For the most optimal learning experience, we recommend no more than twelve (12) participants. Attendees that participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

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.

For Asset Manager, Media Manager and Textbook Manager, implementations consisting of 25 or more school locations have the option for the Centralized System Integration and Technology Training to be held on site.

## *Post Implementation Support Services*

### **District Technical Support**

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

- Software updates during the year
- Online access to over eight million MARC records (additional access to audio-visual MARC records is a separate service – Alliance AV™)
- Toll-free telephone technical support for participants in Follett-delivered training sessions
- 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.

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**Telephone Support**

Participants in Follett-delivered training sessions will have access to Follett's staff of product and technical experts via a toll-free number from 7 a.m. to 6 p.m. Central Time, Monday through Friday. The expectation is that these trained participants will be the point of contact for all end users within the district. Follett will not provide technical support to Customer staff members who have not been trained by Follett.

**Customer Requirements:**

- Designated Customer representatives must receive technical or product training from a Follett trainer.
- Only the designated Customer representatives may contact Follett Technical Support.
- Unless trained by Follett, site-based staff must contact a designated representative within your district for support.
- Microsoft Terminal Services must be configured on all Destiny Resource Management servers, and available to Follett Technical Support staff, in order to take advantage of remote support capabilities.

**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)

**E-mail 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 Destiny Resource Management Solution by providing access to training whenever and wherever needed. Each module includes a learn section, and a safe, hands-on practice and test section to verify skills. The online curriculum includes essential elements, as well as a selection of complementary electives. 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.

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*Payment Schedule*  
*Schedule B*

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

Description	Amount	Due Date
Initial Costs	\$39,088.00	Net 30 days after acknowledgement of delivery
Total	\$39,088.00	

1. Total includes purchase price, shipping and handling, and any applicable interest.
2. You may be responsible for sales tax on some or all of the products or services included in this Agreement. Follett will include and collect any applicable taxes on your invoices as required by law. However, you remain responsible for actual tax fees regardless of Follett's computation.
3. All fees due under this Agreement are payable in US Dollars only.

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## 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) ALLEGHENY VLY SCH 3713530	<input checked="" type="checkbox"/> Library Manager <input type="checkbox"/> Textbook Manager <input type="checkbox"/> Media Manager <input type="checkbox"/> Asset Manager	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> Alliance Plus <input type="checkbox"/> Alliance A/V <input type="checkbox"/> Lexile <input type="checkbox"/> One Search <input type="checkbox"/> Reading Program - AR/RC <input type="checkbox"/> Standards <input checked="" type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express
2) BEATY WARREN MDL SCH 3703208	<input checked="" type="checkbox"/> Library Manager <input type="checkbox"/> Textbook Manager <input type="checkbox"/> Media Manager <input type="checkbox"/> Asset Manager	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> Alliance Plus <input type="checkbox"/> Alliance A/V <input type="checkbox"/> Lexile <input type="checkbox"/> One Search <input type="checkbox"/> Reading Program - AR/RC <input type="checkbox"/> Standards <input checked="" type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express
3) EISENHOWER HIGH SCH 3702807	<input checked="" type="checkbox"/> Library Manager <input type="checkbox"/> Textbook Manager <input type="checkbox"/> Media Manager <input type="checkbox"/> Asset Manager	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> Alliance Plus <input type="checkbox"/> Alliance A/V <input type="checkbox"/> Lexile <input type="checkbox"/> One Search <input type="checkbox"/> Reading Program - AR/RC

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	<input checked="" type="checkbox"/>	Standards
	<input checked="" type="checkbox"/>	TitlePeek
	<input type="checkbox"/>	WebPath Express
<hr/>		
4) LEARNING ENRICHMENT CTR	<input checked="" type="checkbox"/>	Library Manager
	<input type="checkbox"/>	Textbook Manager
	<input type="checkbox"/>	Media Manager
	<input type="checkbox"/>	Asset Manager
	<input checked="" type="checkbox"/>	Alliance Plus
	<input type="checkbox"/>	Alliance A/V
	<input type="checkbox"/>	Lexile
	<input type="checkbox"/>	One Search
	<input type="checkbox"/>	Reading Program - AR/RC
	<input type="checkbox"/>	Standards
	<input checked="" type="checkbox"/>	TitlePeek
	<input type="checkbox"/>	WebPath Express
<hr/>		
5) RUSSELL ELEM SCH 3779658	<input checked="" type="checkbox"/>	Library Manager
	<input type="checkbox"/>	Textbook Manager
	<input type="checkbox"/>	Media Manager
	<input type="checkbox"/>	Asset Manager
	<input checked="" type="checkbox"/>	Alliance Plus
	<input type="checkbox"/>	Alliance A/V
	<input type="checkbox"/>	Lexile
	<input type="checkbox"/>	One Search
	<input type="checkbox"/>	Reading Program - AR/RC
	<input type="checkbox"/>	Standards
	<input checked="" type="checkbox"/>	TitlePeek
	<input type="checkbox"/>	WebPath Express
<hr/>		
6) SHEFFIELD ELEM SCH 3783505	<input checked="" type="checkbox"/>	Library Manager
	<input type="checkbox"/>	Textbook Manager
	<input type="checkbox"/>	Media Manager
	<input type="checkbox"/>	Asset Manager
	<input checked="" type="checkbox"/>	Alliance Plus
	<input type="checkbox"/>	Alliance A/V
	<input type="checkbox"/>	Lexile
	<input type="checkbox"/>	One Search
	<input type="checkbox"/>	Reading Program - AR/RC
	<input type="checkbox"/>	Standards

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	<input checked="" type="checkbox"/>	TitlePeek
	<input type="checkbox"/>	WebPath Express
<hr/>		
7) SHEFFIELD MS/SR HI SCH 3702817	<input checked="" type="checkbox"/> Library Manager	<input checked="" type="checkbox"/> Alliance Plus
	<input type="checkbox"/> Textbook Manager	<input type="checkbox"/> Alliance A/V
	<input type="checkbox"/> Media Manager	<input type="checkbox"/> Lexile
	<input type="checkbox"/> Asset Manager	<input type="checkbox"/> One Search
		<input type="checkbox"/> Reading Program - AR/RC
		<input type="checkbox"/> Standards
		<input checked="" type="checkbox"/> TitlePeek
		<input type="checkbox"/> WebPath Express
<hr/>		
8) SOUTH ST SCH 3791940	<input checked="" type="checkbox"/> Library Manager	<input checked="" type="checkbox"/> Alliance Plus
	<input type="checkbox"/> Textbook Manager	<input type="checkbox"/> Alliance A/V
	<input type="checkbox"/> Media Manager	<input type="checkbox"/> Lexile
	<input type="checkbox"/> Asset Manager	<input type="checkbox"/> One Search
		<input type="checkbox"/> Reading Program - AR/RC
		<input type="checkbox"/> Standards
		<input checked="" type="checkbox"/> TitlePeek
		<input type="checkbox"/> WebPath Express
<hr/>		
9) SUGAR GROVE ELEM SCH 3702818	<input checked="" type="checkbox"/> Library Manager	<input checked="" type="checkbox"/> Alliance Plus
	<input type="checkbox"/> Textbook Manager	<input type="checkbox"/> Alliance A/V
	<input type="checkbox"/> Media Manager	<input type="checkbox"/> Lexile
	<input type="checkbox"/> Asset Manager	<input type="checkbox"/> One Search
		<input type="checkbox"/> Reading Program - AR/RC
		<input type="checkbox"/> Standards
		<input checked="" type="checkbox"/> TitlePeek

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		<input checked="" type="checkbox"/> WebPath Express	
10) WARREN AREA ELEM CENTER 3702819	<input checked="" type="checkbox"/> Library Manager	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Alliance Plus
	<input type="checkbox"/> Textbook Manager	<input type="checkbox"/>	<input type="checkbox"/> Alliance A/V
	<input type="checkbox"/> Media Manager	<input type="checkbox"/>	<input type="checkbox"/> Lexile
	<input type="checkbox"/> Asset Manager	<input type="checkbox"/>	<input type="checkbox"/> One Search
			<input type="checkbox"/> Reading Program - AR/RC
			<input type="checkbox"/> Standards
			<input checked="" type="checkbox"/> TitlePeak
			<input type="checkbox"/> WebPath Express
11) WARREN AREA HIGH SCH 3702820	<input checked="" type="checkbox"/> Library Manager	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Alliance Plus
	<input type="checkbox"/> Textbook Manager	<input type="checkbox"/>	<input type="checkbox"/> Alliance A/V
	<input type="checkbox"/> Media Manager	<input type="checkbox"/>	<input type="checkbox"/> Lexile
	<input type="checkbox"/> Asset Manager	<input type="checkbox"/>	<input type="checkbox"/> One Search
			<input type="checkbox"/> Reading Program - AR/RC
			<input type="checkbox"/> Standards
			<input checked="" type="checkbox"/> TitlePeak
			<input type="checkbox"/> WebPath Express
12) YOUNGSVILLE ELEM SCH 3702821	<input checked="" type="checkbox"/> Library Manager	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Alliance Plus
	<input type="checkbox"/> Textbook Manager	<input type="checkbox"/>	<input type="checkbox"/> Alliance A/V
	<input type="checkbox"/> Media Manager	<input type="checkbox"/>	<input type="checkbox"/> Lexile
	<input type="checkbox"/> Asset Manager	<input type="checkbox"/>	<input type="checkbox"/> One Search
			<input type="checkbox"/> Reading Program - AR/RC
			<input type="checkbox"/> Standards
			<input checked="" type="checkbox"/> TitlePeak
			<input type="checkbox"/> WebPath Express

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**13) YOUNGSVILLE HIGH SCH**  
3702822☒ Library Manager☒ Alliance Plus☐ Textbook  
Manager☐ Alliance A/V☐ Media Manager☐ Lexile☐ Asset Manager☐ One Search☐ Reading Program - AR/RC☐ Standards☒ TitlePeek☐ WebPath Express       initialed by District