



June 10, 2007

Frank Galeazzo
Coordinator of Technology
Warren County School District
185 Hospital Drive
Warren, PA 16365

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

An authorized representative of the District needs to **sign page 2 and initial all other pages**. Additionally, please ensure Schedule C is accurately completed.

Please fax a copy of the signed and initialed agreement with attention to Moira Johnson at Follett Software at (815) 578-5256. 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.

We look forward to a successful Destiny Resource Management implementation and want to extend our strong appreciation for your decision to move forward. Follett is confident that Destiny Resource Management Solution will streamline your business of education. If you have any questions, please feel free to contact me directly.

Sincerely,

Craig Smith
Sales Executive



Destiny™ Resource Management Agreement
Warren County School District
Warren, PA
June 10, 2007

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 for a period of sixty (60) days from the date stated above (Effective Date). In addition, you must schedule installation and training to occur within ninety (90) days of the date you execute this Agreement or the prices and terms will be subject to change.

The prices on this and the immediately following pages **do not include sales tax or shipping 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.

<p><i>Destiny™ Resource Management Solution Summary</i></p> <p><i>Software License:</i></p> <ul style="list-style-type: none"> ▪ Library Manager for 12 locations ▪ Textbook Manager for 13 locations ▪ Online Documentation and Help ▪ Online access to thousands of textbook title records ▪ Online access to over 7 million MARC records <p><i>Implementation Services:</i></p> <ul style="list-style-type: none"> ▪ Project Management: includes a central point of contact during the implementation of the Destiny Resource Management Solution. ▪ Centralized System Integration: includes installation and configuration of Destiny Resource Management software and initial data load. ▪ Technology Training: includes Destiny Resource Management technology training for up to five district technology staff members. ▪ District Training: includes instructor-led web-based training focused on district functionality of the Destiny Resource Management Solution. Up to ten district staff members can login. ▪ Fundamentals Training: includes two consecutive days of on-site training focused on end-user functionality. Curriculum is customized during project planning. Up to twenty staff members can attend. <p><i>Subscription Services:</i></p> <ul style="list-style-type: none"> ▪ Standards Alignment Subscription for 12 locations ▪ TitlePeek™ Subscription for 12 locations ▪ Alliance AV™ District Subscription <p><i>Data Services:</i></p> <ul style="list-style-type: none"> ▪ MARC Enhancement and Custom Cleanup for 12 locations using Follett Circ/Cat <p><i>Peripherals:</i></p> <ul style="list-style-type: none"> ▪ Twelve (12) Follett Panther™ Wireless Scanners ▪ EMA for Twelve (12) Follett Panther™ Wireless Scanners 	<p>\$128,259.89</p>
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Annual Licensing and Maintenance Costs After Year One* (starts in Year Two)	
<ul style="list-style-type: none"> ▪ Annual licensing ▪ Product updates ▪ Online access to MARC records ▪ Online access to textbook title records ▪ District Technical Support includes: <ul style="list-style-type: none"> □ Toll free telephone technical support for Follett Trained resources □ 24/7 Access to online knowledge base □ Unlimited email support □ Access to recorded Web-based training <p>Subscription Services:</p> <ul style="list-style-type: none"> ▪ Standards Alignment Subscription for 12 locations ▪ TitlePeek™ Subscription for 12 locations ▪ Alliance AV™ District Subscription 	<p>LM Support \$8,760.00</p> <p>TM Support \$5,460.00</p> <p>Subscriptions: \$8,996.00</p> <p>\$23,216.00</p>
Annual Licensing and Maintenance Total:	

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

Annual Licensing and Maintenance Costs After Year Two* (starts in Year Three)	
<ul style="list-style-type: none"> ▪ Annual licensing ▪ Product updates ▪ Online access to MARC records ▪ Online access to textbook title records ▪ District Technical Support includes: <ul style="list-style-type: none"> □ Toll free telephone technical support for Follett Trained resources □ 24/7 Access to online knowledge base □ Unlimited email support □ Access to recorded Web-based training <p>Subscription Services:</p> <ul style="list-style-type: none"> ▪ Standards Alignment Subscription for 12 locations ▪ TitlePeek™ Subscription for 12 locations ▪ Alliance AV™ District Subscription <p>Peripherals:</p> <ul style="list-style-type: none"> ▪ EMA for Twelve (12) Follett Panther™ Wireless Scanners 	<p>LM Support \$8,760.00</p> <p>TM Support \$5,460.00</p> <p>Subscriptions: \$8,996.00</p> <p>Peripherals: \$3,300.00</p> <p>\$26,516.00</p>
Annual Licensing and Maintenance Total:	

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

<u>Additional Per Site License Fees and Additional Annual Software Maintenance and Support Fees*.</u>	Initial License Fee Per Site	Annual Maintenance and Support Fee Per Site**
The following fees are provided for additional sites (beyond the number of licenses included in this Agreement) added to the Destiny Resource Management Solution. These prices are fixed for a period of 3 years from the Effective Date of this Agreement.		
Destiny Library Manager	\$3,999	\$730
Destiny Textbook Manager	\$2,499	\$420
Standards Alignment Subscription	\$445	\$445
TitlePeek™ Subscription	\$197	\$197
Alliance AV™ District Subscription	\$107	\$107

**You must have paid or pay for all prior years' Fee in order to receive updates.*

*** New sites added to the Destiny Resource Management Solution will receive a free year of Software Maintenance and Support. Follett will invoice the District a prorated amount for new sites to align the appropriate fees to your annual support date.*

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

Warren County School District

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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.fsc.follett.com/destiny/licenseagreement>.

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 2000/2005 and Microsoft JDBC Driver for SQL Server 2000/2005. For information regarding these requirements, Customer may contact its Follett Automation Consultant.

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.

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. 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.

12. 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
- Destiny Textbook 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 on-line service components for inventory management, including:

Application:

- Centralized database and application
- Cataloging
- Circulation
- Inventory
- Searching
- Reporting
- Off-line Circulation
- On-line help
- On-line access to a database of over 7 million high-quality MARC21 records (additional access to audio-visual MARC records is a separate optional service – Alliance AV)
- On-line access to a database of thousands of high-quality textbook title records
- Z39.50 Client

- Z39.50 Server

Subscription Services

Standards Subscription

This on-line subscription service 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.

Alliance AV™ District Subscription

This subscription service provides librarians with to access over 500,000 Audio-Visual MARC 21 bibliographic records over the Internet for original cataloging or enhancing their existing database. Alliance AV saves cataloging time and increases collection access points for students and patrons.

Implementation Services

Project Management

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

Your Project Management team focuses on these 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.
- Successful completion of the project and written customer acknowledgement of delivery of the Destiny Resource Management Solution.

Project planning includes the following key activities:

- **Project Planning Video & Questionnaire:** This video will provide an overview of the implementation process and highlight thought provoking questions to help you make informed district-level decisions. During the video you will begin to complete the Project Planning Questionnaire; which begins to document critical implementation decisions. These decisions will shape and define the Destiny Resource Manager Solution implementation plan.

- **Project Planning Meeting.** This meeting will review responses from the Project Planning Questionnaire and address any questions or concerns. The expected outcome of this Project Planning Meeting is to develop the implementation, installation and training plan. Implementations consisting of more than 25 school locations have the option for the Project Planning Meeting to be held on-site. An on-site Project Planning Meeting is available for districts with 25 or fewer school locations if “On-site Installation, Technical Training and Project Planning Meeting” is listed in the Destiny Resource Management Solution Summary starting on Page 1 of this Agreement.
- **Decision Makers Instructor-Led Web-Based Meeting.** This meeting is designed to outline several functional areas within your Destiny Resource Management Solution that impact the setup and configuration of district and site-based capabilities. It is expected that at the end of this meeting you are comfortable with district and site-based roles and responsibilities with the Destiny Resource Management Solution. Follett utilizes remote, Web-based conferencing tools to facilitate this interactive Web-based session and therefore high-speed Internet access is required. For best results, your district should select a quiet room with a quality conference telephone.

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 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 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 implementation 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 can not guarantee 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.

Destiny Library and Media Manager Data Services

MARC Enhancement and Custom Cleanup

The purpose of a Data Enhancement service is to realign existing MARC records in a customer's database with full and original Library of Congress MARC records that contain enhanced content such as Reading /Interest level and review sources while preserving local tags.

The MARC Custom Cleanup service offering includes standardization or creation of circulation types, subject heading cleanup, resolution of duplicate barcodes, correctly setting indicators, capitalization and punctuation error corrections, as well as general collection cleanup. The cleanup service will also address any special needs for the movement of data within the MARC records to meet AACRII cataloging guidelines.

Enhancements completed through the MARC Data Enhancement and Custom Cleanup service will improve the proper merging of titles and preservation of data when records representing multiple collections are loaded into the central database of the Destiny Resource Management Solution.

Destiny Textbook Manager Data Services

Textbook 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 Resource Management Solution. Follett can not 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 the Destiny Resource Management Solution:

- Destiny Resource Management uses a set of matching rules when importing data into the database. Please review these rules prior to data import. Your Project Manager can assist you get any questions you have answered.

- The Follett TextLink for Windows 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

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 Destiny Resource Management Solution components you have selected, and will be detailed by your Project Manager during project planning.

Your district can have up to ten users login to the District Training sessions. These users 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.

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

Fundamentals 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.

Fundamentals Training provides a flexible, user-defined curriculum. During project planning, your district will determine the specific topics covered in your Fundamentals Training sessions. The curriculum includes required elements, as well as a selection of optional and dependent course topics. Each topic is rated with a point value. Point values are used to determine the class time required to cover the topic completely. Each day of training can be customized with topics adding up to a pre-defined daily point total. Follett will provide a syllabus for the training topics.

Your district can have up to twenty attendees in this session. Attendees that 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.

The standard Destiny Resource Management Solution includes two consecutive days of Fundamentals Training for up to 20 attendees for each component you purchase. These two consecutive days provide adequate time to cover essential topics; however Follett does offer additional topics that you may be interested in that can extend your training beyond a two-day training session. Therefore, additional days are available to your district at an additional cost should you wish to take advantage of optional topics. The

following prices for additional days of training are valid for 1 year from the Effective Date of this Agreement:

- | | |
|--|------------------------|
| ▪ Destiny Training, 1 day for 5 attendees | US\$1,500 / CAN\$1,800 |
| ▪ Destiny Training, 1 day for 10 attendees | US\$2,000 / CAN\$2,400 |
| ▪ Destiny Training, 1 day for 15 attendees | US\$2,500 / CAN\$3,000 |
| ▪ Destiny Training, 1 day for 20 attendees | US\$3,000 / CAN\$3,600 |

You will need to provide a training facility dedicated solely to the delivery of the training with computer workstations for each participant. The facility must include a workstation and computer projection device for use by the trainer, and all workstations should provide access to your Wide Area Network, the Internet, and the Destiny Resource Management Solution. Workstations should be configured to have no greater desktop/operational restrictions that exist on the workstations used by the attendees during a normal day.

System Integration Services

Centralized System Integration

Centralized System Integration is designed to ensure the Destiny Resource Management Solution is integrated into your district's technology infrastructure during the initial 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 to support the Solution.
- 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 Resource Management Solution.
 - 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.

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 System Integration.
- Follett will not install an operating system from scratch for your district. However Follett will *configure* an operating system to integrate the Destiny Resource Management Solution into your infrastructure, as needed.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running prior to the integration visit. 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 Resource Manager.

Technology Training

During the system integration, the Follett technical specialist will deliver an in-depth technical training for your district technology staff. This training will be conducted after the solution has been integrated into your infrastructure. Topics for the technology training include the technical architecture of Destiny Resource Manager, desktop rollout, backup/ restore, performance monitoring and tuning, etc.

Your district can have up to five users at this training session. Attendees that 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.

Implementations consisting of more than 25 school locations have the option for the Centralized System Integration and Technology Training to be held on-site. Additionally, on-site services are available for districts with 25 or fewer school locations if "On-site Installation, Technical Training and Project Planning Meeting" is listed in the Destiny Resource Management Solution Summary starting on Page 1 of this Agreement.

Post Implementation Support Services

District Technical Support

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

- Telephone support
- Searchable Web site support
- Unlimited Email support
- Software updates
- On Demand Web Training

Note: Follett will only provide support for the current and one prior release of software.

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 7 a.m. to 6 p.m. Central Time, Monday through Friday. The designated contacts consist of all Follett trained contacts. 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 that has not been designated by the Customer.

Customer Requirements:

- Designated Customer contacts must receive technical or product training from a Follett trainer.
- 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.
- 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.

Searchable Web site support

Follett has a Web-based support portal. This portal is available to all customers with a current license agreement. The Web site currently consists of several sections including:

- 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 Web Training

Your district will have unlimited access to on-demand recorded training content to help you get the most out of your Destiny Resource Management Solution. Each Web training session will focus on a specific topic. Follett will create on-demand Web

training modules that will provide your district and site users with information on features and functionality as appropriate.

Wireless Technical Support Agreement

Included with the purchase of your Follett Panther, Follett will provide each customer with Technical Support. This support includes access to our technical support specialists via a toll-free number or e-mail as well as 24-hour access to our Searchable Web site. The Web site offers a variety of resources including a searchable knowledge base and user guides. The support included with your purchase will assist you with application and configuration questions about your Panther.

The Follett Panther will work with your existing wireless network. However, for obvious reasons, Follett can not provide diagnostic support for a customer's existing wireless network or any devices that reside on that network. Follett will provide application support and basic configuration information for the Follett Panther.

Payment Schedule

Schedule B

Warren County School District agrees to make the following payments related to the purchase outlined in this Destiny Resource Management Agreement.

Description	Amount	Due Date
Initial Costs	\$128,259.89	Net 30 days after acknowledgement of delivery
Freight	\$120.00	Net 30 days after acknowledgement of delivery
Total(1)	\$128,379.89	

- (1) Total includes purchase price, freight, taxes, and any applicable interest. All fees due under this Agreement are payable in US Dollars only.

Licensed School Sites*

Schedule C

*Note: Licenses are transferable.

Please indicate which Subscription Service will be activated for each site. You do not need to list the following district-wide services: Alliance AV and Reading Program – Lexile Online.

School or Site Name	Product Type (check all that apply)	Current System	Data Conversion	Subscription Services**
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> TitlePeek
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Standards
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Asset Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> TitlePeek
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Standards
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Asset Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> TitlePeek
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Standards
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Asset Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> TitlePeek
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Standards
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Asset Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search

_____ initialed by District

School or Site Name	Product Type (check all that apply)	Current System	Data Conversion	Subscription Services**
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> TitlePeek
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Standards
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Asset Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> TitlePeek
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