



August 20, 2010

Dr. Craig Coleman
Superintendent
Harleton Independent School District
P.O. Box 510
Harleton, TX 75651

Dear Dr. Coleman:

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

An authorized representative of your District needs to **sign page 4**. Additionally, please ensure Schedule C is accurately completed.

Please fax a copy of **all pages** in the signed agreement with attention to Follett Software Company's Contract Coordinator at 815-578-5916. 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 implementation and want to extend our strong appreciation for 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,

Tom Neve
Sales Executive
214-528-6897
tneve@fsc.follett.com

Destiny Library and Textbook Manager™
Agreement
 Harleton Independent School District
 Quote # 239093-3
 Harleton, TX
 August 20, 2010

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 25, 2010.

Based on discussions with your district, your implementation is scheduled to be completed no later than **September 25, 2010**. 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.

<i>Destiny Resource Management Solution Summary</i>		
<i>Product #</i>	<i>Price</i>	
62705B	Software License <ul style="list-style-type: none"> ▪ Destiny Library Manager™ - Student Engagement Package for two (2) location(s) <ul style="list-style-type: none"> ○ Alliance Plus ○ Destiny Quest ○ TitlePeek ○ Online documentation and Help ○ Note: Library Manager is designed specifically as a Library management tool ▪ Destiny Textbook Manager™ for two (2) location(s) <ul style="list-style-type: none"> ○ Online access to over 300,000 textbook title records ○ Online documentation and Help ○ Note: Textbook Manager is designed specifically as a tool for District/School textbook management 	\$9,298.00
46703A		
<i>Product #</i>		
	Implementation Services <ul style="list-style-type: none"> ▪ Project Management: includes a central point of contact during the implementation of the Destiny Resource Management Solution, and an on-site Planning Meeting. ▪ Textbook Management Process Analysis: includes an in-depth analysis of the district's current processes and policies, with up to two, 90-minute meetings to cover topics specific to the district's needs. ▪ Centralized System Integration: includes remote installation and configuration of Destiny Resource Management software and initial data load. 	

<p>Product # 76597A</p>	<ul style="list-style-type: none"> ▪ Technology Training: consists of on-site Destiny Resource Management technology training. For the most optimal learning experience, we recommend no more than twelve (12) participants. ▪ <u>Library Manager Understanding Roles and Assigning Permissions:</u> 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. ▪ <u>Library Manager Managing Your Catalog at the District Level (optional):</u> This interactive Webinar discusses the tasks involved in centrally managing your library catalog at the district level. Customers may have up to a maximum of twelve (12) participants. ▪ District Essentials Webinar for Textbook Manager: includes live, instructor-led, Web-based Training focused on supporting textbook management across the district. Customers may have up to a maximum of twelve (12) participants. ▪ Essentials Webinar for Library Manager: 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. ▪ Site Essentials Webinar for Textbook Manager: Live, instructor-led Web-based training covers the essentials needed for school-level textbook management. 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. <p>Data Services</p> <ul style="list-style-type: none"> ▪ Library Manager MARC Enhancement for two (2) location(s) 	
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Product # 73145P 67056P 67058P 73144P	<p><i>Annual Licensing and Maintenance Costs After Year One* (starts in Year Two)</i></p> <p>Software License</p> <ul style="list-style-type: none"> ▪ Destiny Library Manager - Student Engagement Package for two (2) location(s) <ul style="list-style-type: none"> ○ Alliance Plus ○ Destiny Quest ○ TitlePeek ○ Online Documentation and Help ○ Note: Library Manager is designed specifically as a Library management tool ▪ Destiny Textbook Manager for two (2) location(s) <ul style="list-style-type: none"> ○ Online access to over 300,000 textbook title records ○ Online Documentation and Help ○ Note: Textbook Manager is designed specifically as a tool for District/School textbook management ▪ District Technical Support includes: <ul style="list-style-type: none"> ○ 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 ○ Product updates 	
	<p>Total Annual Licensing and Maintenance Costs:</p>	<p>\$2,236.00</p>

**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.*

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

Harleton Independent School District

Signature: _____
Print Name: _____
Title: _____
Address: 1391 Corporate Drive
McHenry, IL 60050-7041

Date: _____

Signature: _____
Print Name: _____
Title: _____
E-mail Address: _____
Address: _____

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.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 Customers 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.

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.

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 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
- Online access to a database of over 300,000 high-quality textbook title records
- 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.

Enriched 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.

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

Textbook Management Process Analysis: In addition, with the purchase of Destiny Textbook Manager, a Textbook Specialist will be assigned to your district to provide an in-depth analysis of your current processes and policies and provide recommendations. The analysis consists of up to two, 90-minute meetings, and will cover topics specific to your needs, such as: district management goals, textbook policies, barcoding procedures, periodic inventory recommendations, distribution and collection procedures, storage requirements, transfer procedures, class schedules and textbook/class associations, training requirements, and communication plans.

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.
- 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 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.

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 Textbook 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 that Destiny 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.

Training Services

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.

Library Manager Managing Your Catalog at the District Level (optional)

This interactive Webinar discusses the tasks involved in centrally managing your library catalog at the district level. Topics covered include building and running various district reports, importing MARC records, and adding and editing title and copy records. Customers may have up to a maximum of twelve (12) participants.

District Essentials Webinar for Textbook Manager: This instructor-led, Web-based training will focus on teaching district staff the essential district-level capabilities of Destiny Textbook Manager. By the end of this session, users will be able to perform basic tasks in the textbook application such as setting up permissions and configuring district/site options, applying best practices for collection and distribution, conducting inventory and transferring textbooks between schools, and measuring whether or not textbooks are being managed effectively at sites throughout the district through the use of reporting tools.

Customers may have up to a maximum of twelve (12) participants per Webinar. Attendees who participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

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.

Site Essentials Webinar for Textbook Manager

This instructor-led, Web-based training will focus on teaching school staff the essential school-level capabilities of Destiny Textbook Manager. By the end of this session, users will be able to perform basic tasks in the textbook application such as accessing records, adding and managing textbooks, ensuring accountability through proper distribution and collection, and measuring whether or not textbooks are being managed effectively at their schools through the use of reporting tools.

Customers may have up to a maximum of twelve (12) participants per Webinar. Attendees who participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

Additional Training Services

Destiny Training

If the number of training modules selected by your district exceeds what can be covered in the Essentials Webinar for Library Manager or On-Site Training, additional training content can be 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. 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.

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.

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 who 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 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
- Online access to a database of over 300,000 high-quality textbook title records
- TitlePeek
- 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. 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 7 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 Destiny Hosted Service 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.

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	\$9,298.00	Net 30 days after acknowledgement of delivery
Total	\$9,298.00	

1. Total includes purchase price, shipping and handling, and any applicable interest.
2. All fees due under this Agreement are payable in US Dollars only.

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) HARLETON HIGH SCH 4202323	<input checked="" type="checkbox"/> Library Manager <input checked="" 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) HARLETON JR HIGH SCHOOL 4202324	<input checked="" type="checkbox"/> Library Manager <input checked="" 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