Agreement Sarasota County School District Quote # 415533-10 Customer # 0971012 March 7, 2013

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[™].

These prices will be held open and valid until March 22, 2013.

The estimated effective date for this Agreement is March 27, 2013.

Destiny Resource Management Solution Summary	
List Price	\$392,970.55
Less Discount Credit	(\$215,645.61)
Customer Price	\$177,324.94
Follett Hosted Service Year One	. ,
 Destiny Library Manager™ - Student Engagement Package for forty (40) location(s) 	
o Alliance Plus	
o Destiny Quest	
 One Search TitlePeek 	
 Library Manager Standard MARC Conversion 	
 \$5,000.00 eBook incentive to be used for purchasing new eBooks from Follett 	
Library. eBooks must be purchased by March 15, 2013.	
• Online documentation and Help	
• Note: Library Manager is designed specifically as a Library management tool	
 Destiny Textbook Manager™ for forty-one (41) location(s) Online access to over 700,000 textbook title records 	
 Online access to over 700,000 textbook title records Online documentation and Help 	
 Note: Textbook Manager is designed specifically as a tool for District/School 	
textbook management	
Server maintenance and support	
Implementation Services	
* See Training Services within SOW for all training requirements	
 Project Management: includes a central point of contact during the implementation of the Follett Hosted Service. 	
 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.	
• System Setup: consists of remote initial setup of district and schools, and initial data	
load.	
Technical Administrative Training: consists of remote brief technical training for the	
Follett Hosted Service. For the most optimal learning experience, we recommend no	
 more than twelve (12) participants. 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. Customers	
may have up to a maximum of twelve (12) participants.	

	Toythook Manager, District Ecoepticle Webiner, This instructor lad web based	
•	<u>Textbook Manager - District Essentials Webinar:</u> This instructor-led, web-based training focuses on teaching district staff the essential district-level capabilities of	
	Textbook Manager. (Maximum: 12 participants).	
	• Understanding Roles and Assigning Permissions: Ideally scheduled prior to the	
	District Essentials webinar, the Roles and Permissions webinar offers an	
	explanation of user hierarchy as well as access levels and permissions. (Maximum: 12 participants).	
•	Library Manager On-Site Training: Conveniently delivered by one of our training	
	experts at your location, this one-day instructor-led training session covers the	
	fundamentals so that you can start using Destiny Library Manager immediately. Customers may have up to a maximum of twenty (20) participants.	
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•	Textbook Manager – Site Essentials On-Site Training – 1 day: Conveniently delivered by one of our training experts at your location, this one-day training will focus on teaching	
	school staff the essential school-level capabilities of textbook management. Customers	
	may have up to a maximum of twenty (20) participants.	
Digit	al Content Solutions	
•	Reading Program Service solution – AR/RC for twenty-two (22) location(s)	
•	Reading Program Service solution – Lexile® for forty (40) locations	
•	Standards solution for forty (40) location(s)	
Data	Services	
•	Library Manager MARC Enhancement for forty (40) location(s)	
Addi	itional Training	
•	Destiny Library Manager On-Site Training – additional one (1) consecutive day(s)	
•	Destiny Textbook Manager On-Site Training – additional one (1) consecutive day(s)	

Annual Licensing and Maintenance Costs Beginning	
August 1, 2014 *	
You must schedule delivery and installation of the software prior to March 22,	
2013 and then sign and return an Acknowledgement of Delivery (AOD) to Follett	
by 5:00 pm CST on March 22, 2013. The AOD acknowledges delivery and	
installation of software and solutions.	
Follett Hosted Service	
 Destiny Library Manager - Student Engagement Package for forty (40) location(s) 	
 Alliance Plus 	
 Destiny Quest 	
o One Search	
 TitlePeek Online Documentation and Help 	
 Online Documentation and Help Note: Library Manager is designed specifically as a Library management tool 	
 Destiny Textbook Manager for forty-one (41) location(s) 	
 Online access to over 700,000 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: 	
 Toll-free telephone technical support for designated Customer contacts 	
\circ 24/7 customer Web Portal, with searchable online knowledge base	
 Unlimited E-mail support 	
 On-Demand eLearnings 	
• Product updates	
Digital Content Solutions	
 Reading Program Service solution – AR/RC for twenty-two (22) location(s) 	
 Reading Program Service solution – Lexile® for forty (40) locations 	
 Standards solution for forty (40) location(s) 	
Total Annual Licensing and Maintenance Costs:	\$90,624.14

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

Based on discussions with your district, your implementation is scheduled to be completed no later than **March 22, 2013**. Follett staff will work with your district to begin project planning to reach that implementation date. Because Follett plans our resource allocation based on projected installation requirements, we appreciate your collaboration in meeting this mutually agreed upon timeline.

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

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

Follott Software Company

Follett Software Company		Salasola County School District		
Signature: Print Name: Title: Address:	1391 Corporate Drive McHenry, IL 60050-7041	Signature: Print Name: Title: E-mail Address: Address:		
Date:		Date:		

Saraaata County Sahaal District

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

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

Approved for Legal Content, March 7, 2013 by Matthews Eastmoore, Attorneys for The School Board of Sarasota County, Florida Signed: ____ASH_

Additional Terms and Conditions

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

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

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

4. Service Levels. The Follett Hosting Service is provided 24 hours per day, 7 days per week. Follett shall provide the following service levels for the Hosting Service:

98% up-time, Monday through Friday during the hours of 6 a.m. to 6 p.m. (US Central Time) ("Up-time").

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

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

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

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

8. Payment. Customer will make payments for the quoted price of the Software according to the Payment Schedule in this Agreement. On-time payments prior to August 1st are required for annual licensing to use the Follett Hosted Service.

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

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

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

12. Service Term. The term of the Service shall be one (1) year with automatic annual renewal, unless either party terminates in writing at least sixty (60) days prior to the August 1st anniversary date in any given year. Prices will not change for the first five (5) years of this agreement. Follett will notify Customer at least 90 days in advance of any price changes beyond the initial five (5) years of service.

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

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

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

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

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

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

19. Applicable Law. This Agreement shall be construed pursuant to the laws of the State of Florida. The sole and exclusive jurisdiction for any legal proceedings brought pursuant to this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

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

Statement of Work Schedule A

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

Services

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

Overview

Follett Software Company's Destiny Resource Management Solution will be specifically tailored with applicable components, among which are implementation services, data services, customized services, Digital Content Solutions, peripherals, additional training services and/or post-implementation services.

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

Application:

- Centralized database and application
- Cataloging
- Circulation
- Inventory
- Searching
- Reporting
- Off-line Circulation
- Online help
- Alliance Plus—Online access to a database of over 9 million high-quality MARC21 records
- Online access to a database of over 700,000 high-quality textbook title records
- One Search
- Reading Program Service solution AR/RC
- Reading Program Service solution Lexile
- Standards
- TitlePeek
- Z39.50 Client
- Z39.50 Server

Destiny Quest

Destiny Quest, a feature of the Destiny Library Manager solution, is a student-focused search interface designed to engage today's digitally-native students with broad-based integrated searching power and social networking components. Destiny Quest fosters greater collaboration among students, teachers, media specialists and parents; strengthens the library-classroom connection; and helps to improve information literacy by providing technology tools to effectively search, manage, organize and interpret vast amount of information from the district's collection and across the Internet. Access to Destiny Quest is included in the cost for Year 1; ongoing access is enabled by subscribing to "Annual Licensing and Maintenance" for subsequent years. The Destiny Quest mobile app is a subset of Destiny Quest in an app designed for use by students. The Destiny Quest mobile app is available for free download from both Google Play and the Apple App store (Destiny, operating system, and device compatibility requirements are listed with the app.)

Digital Content Solutions

Making Digital Content Work for You

Digital Content Solutions from Follett Software are critical tools for schools and districts who want to be at the forefront of digital learning. Follett provides only the best content from the top educational providers and gives you the tools to manage that content. This ensures that all content is being used effectively to create active, personalized learning experiences for students—and helps you discover the potential for learning that digital content provides.

Alliance Plus®

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

One Search[™] Solution

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

Reading Program Service Solution – AR/RC

Reading Program Service – AR/RC is a MARC-record enhancement service that is offered both online, and through custom processing. The service adds reading development information for programs such as Reading Counts!® and Accelerated Reader® to the MARC records of a library collection. Updating your library collection with reading program information allows students to search for leveled reading program titles easily and efficiently, allowing more time to read and making your reading program more effective. In addition to enhancing your MARC records, this service also provides several reports to help you manage your collection and maximize its usefulness.

Reading Program Service Solution - Lexile

Reading Program Service - Lexile helps strengthen the connection between the classroom and the library by automatically integrating Lexile measures into the collection's bibliographic records, enabling students to quickly and easily search for titles that match their Lexile reading levels. Because the service is online, Destiny can be updated with the most recent reading program information in minutes.

Standards Solution

This online Digital Content solution 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[™] Solution

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

Implementation Services

Project Management

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

Your Project Manager focuses on the following objectives:

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

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

Follett Project Manager Responsibilities:

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

Customer Responsibilities:

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

Destiny Library Manager Data Services

Library 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.

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

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

Library Manager Understanding Roles and Assigning Permissions

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

Textbook Manager - District Essentials Webinar

This instructor-led, web-based training focuses on teaching district staff the essential districtlevel capabilities of Textbook Manager. (Maximum: 12 participants). Attendees who participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

Library Manager On-Site Training – 1 Day

This one-day instructor-led training session covers the fundamentals so that you can start using Destiny Library Manager immediately. Delivered by a certified trainer and geared toward staff members who perform supporting functions in school libraries and media centers, this condensed course covers topics ranging from logging on and navigating the system to circulation and cataloging basics.

Customers may have up to a maximum of twenty (20) participants. Attendees who participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

Textbook Manager - Site Essentials On-Site Training – 1 Day

This 1-day on-site instructor-led training session will focus on teaching school staff the essential school-level capabilities of Destiny Textbook Manager. Customers may have up to a maximum of twenty (20) participants per session. 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

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

On-Demand eLearning

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

System Setup Services

System Setup

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

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

It is the customer's responsibility to provide written verification of the Follett Hosted Service Solution delivery immediately following the System Setup via the Acknowledgement of Delivery document (AOD). There are some services that Follett will not perform for your district:

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

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

Technical Administrative Training

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

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

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

Post Implementation Support Services

District Technical Support

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

- Software updates during the year
- Alliance Plus—Online access to a database of over 9 million high-quality MARC21 records
- Online access to a database of over 700,000 high-quality textbook title records
- One Search
- Reading Program Service Solution AR/RC
- Reading Program Service Solution Lexile
- Standards
- TitlePeek
- Toll-free telephone technical support for designated Customer contacts
- 24/7 customer Web Portal, with searchable online knowledge base
- Unlimited E-mail support
- On-Demand eLearnings

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

Telephone support for issue resolution

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

Customer Requirements:

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

Customer Web Portal

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

- Keyword searchable knowledge base containing articles written by product and system experts
- User guides and manualsUser 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 Resource Management Solution by providing access to training whenever and wherever needed. Access to our On-Demand eLearning is included in the cost for Year 1; ongoing access is enabled by subscribing to "Annual Licensing and Maintenance" for subsequent years.

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	\$177,324.94	Net 30 days after acknowledgement of delivery
Total	\$177,324.94	

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

Web site address and Licensed School Sites* Schedule C

*Note: Licenses are transferable.

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

1 st choice:	.follettdestiny.com
2 nd choice:	.follettdestiny.com
3 rd choice:	.follettdestiny.com

Licensed School Sites*

Schedule C

*Note: Licenses are transferable.

School or Site Name	Product Type (check all that apply)	Data Service	Enriched Content Subscriptions
 ALTA VISTA ELEM SCH 0901428 	Library Manager	*	Alliance A/V
	Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			✓ Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
2) ASHTON ELEM SCH 0970180	Library Manager		Alliance A/V
	Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO

3) ATWATER ELEM SCH	 Library Manager Textbook Manager Media Manager Asset Manager 	 ABDO A.D.A.M. CountryReports Soundzabound Teachingbooks.net Alliance A/V Alliance A/V Fountas & Pinnell Lexile Lexile Reading Program - AR/RC Standards TitlePeek WebPath Express ABC-CLIO ABDO
		 A.D.A.M. CountryReports Soundzabound
		 Teachingbooks.net
4) BAY HAVEN SCH BASICS PLUS 0970182	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards TitlePeek WebPath Express

		 ABC-CLIO ABDO A.D.A.M. CountryReports
		Soundzabound Teachingbooks.net
5) BOOKER HIGH SCH 0901429	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards TitlePeek WebPath Express ABC-CLIO ABDO A.D.A.M. CountryReports Soundzabound Teachingbooks.net
6) BOOKER MDL SCH 0901430	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards TitlePeek

		 WebPath Express ABC-CLIO ABDO A.D.A.M. CountryReports Soundzabound Teachingbooks.net
7) BRENTWOOD ELEM SCH 0970185	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards TitlePeek WebPath Express ABC-CLIO ABDO A.D.A.M. CountryReports Soundzabound Teachingbooks.net
8) BROOKSIDE MDL SCH 0970186	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards

		 TitlePeek WebPath Express ABC-CLIO ABDO A.D.A.M. CountryReports Soundzabound
		Teachingbooks.net
9) CRANBERRY ELEM SCH 0906402	Library Manager	Alliance A/V
	Textbook Manager	Fountas & Pinnell
	Media Manager	Lexile
	Asset Manager	Reading Program – AR/RC
		✔ Standards
		TitlePeek
		WebPath Express
		ABC-CLIO
		ABDO
		A.D.A.M.
		CountryReports
		Soundzabound
		 Teachingbooks.net
10) EMMA E BOOKER ELEM SCH 0970187	Library Manager	Alliance A/V
	Textbook Manager	Fountas & Pinnell
	Media Manager	Lexile
	Asset Manager	Reading Program – AR/RC

			Standards
			✔ TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
11) ENGLEWOOD ELEM SCH 0901432	Library Manager	P	Alliance A/V
	Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			✓ TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
12) FRUITVILLE ELEM SCH	Library Manager		Alliance A/V
0901433	Textbook		Fountas & Pinnell
	Manager Media Manager		
			Lexile

	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
13) GARDEN ELEM SCH 0901434	Library Manager		Alliance A/V
	Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
14) GLENALLEN ELEM SCH 0957590	Library Manager	K	Alliance A/V
	Textbook Manager		Fountas & Pinnell

	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
15) GOCIO ELEM SCH 0970470	Library Manager		Alliance A/V
	Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
16) GULF GATE ELEM SCH 0970476	Library Manager	K	Alliance A/V

	Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
17) HERON CREEK MDL SCH 0906416	Library Manager	~	Alliance A/V
	Textbook Manager		Fountas & Pinnell
	Media Manager		✔ Lexile
	Asset Manager		Reading Program – AR/RC
			Y Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net

18) LAKEVIEW ELEM SCH 0902676	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards TitlePeek WebPath Express ABC-CLIO ABDO A.D.A.M. CountryReports Soundzabound
		Teachingbooks.net
19) LAMARQUE ELEM SCH 0905538	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards TitlePeek WebPath Express ABC-CLIO ABDO A.D.A.M. CountryReports Soundzabound Teachingbooks.net

20) LAUREL-NOKOMIS SCH 0955950	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards Standards TitlePeek WebPath Express ABC-CLIO ABDO ABDO AD.A.M. CountryReports Soundzabound Teachingbooks.net
21) MCINTOSH MDL SCH 0970595	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards TitlePeek WebPath Express ABC-CLIO ABDO ABDO A.D.A.M. CountryReports Soundzabound Teachingbooks.net

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22) NORTH PORT HIGH SCH 0906538	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards Standards TitlePeek WebPath Express ABC-CLIO ABDO ABDO AD.A.M. CountryReports Soundzabound Teachingbooks.net
23) OAK PARK SCH 0901431	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards Standards TitlePeek WebPath Express ABC-CLIO ABDO ABDO AD.A.M. CountryReports Soundzabound

		 Teachingbooks.net
24) PHILLIPPI SHORES ELEM SCH 0901435	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards TitlePeek WebPath Express ABC-CLIO ABDO ABDO AD.A.M. CountryReports Soundzabound Teachingbooks.net
25) PHOENIX ACAD 0906772	 Library Manager Textbook Manager Media Manager Asset Manager 	 Alliance A/V Fountas & Pinnell Lexile Reading Program - AR/RC Standards TitlePeek WebPath Express ABC-CLIO ABDO A.D.A.M. CountryReports

			Soundzabound
			Teachingbooks.net
26) PINE VIEW SCH 0901436	Library Manager	Ľ	Alliance A/V
	Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
27) RIVERVIEW HIGH SCH 0901437	Library Manager		Alliance A/V
	Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.

		CountryReports
		Soundzabound
		 Teachingbooks.net
28) SARASOTA CO SCH DIST	Library Manager	Alliance A/V
	Textbook Manager	Fountas & Pinnell
	Media Manager	Lexile
	Asset Manager	Reading Program – AR/RC
		Standards
		TitlePeek
		WebPath Express
		ABC-CLIO
		ABDO
		A.D.A.M.
		CountryReports
		Soundzabound
		Teachingbooks.net
29) SARASOTA HIGH SCH 0901439	Library Manager	Alliance A/V
	Textbook Manager	Fountas & Pinnell
	Media Manager	Lexile
	Asset Manager	Reading Program – AR/RC
		Standards
		✔ TitlePeek
		WebPath Express
		ABC-CLIO
		ABDO

A.D.A.M. CountryReports Soundzabound Teachingbooks.net 30) SARASOTA MDL SCH 1 1 Library Manager Alliance A/V 0970870 Textbook Manager r Fountas & Pinnell Media Manager Lexile r Reading Program – AR/RC Asset Manager Standards 1 r TitlePeek WebPath Express ABC-CLIO ABDO A.D.A.M. CountryReports Soundzabound Teachingbooks.net 31) SOUTHSIDE ELEM SCH 1 Library Manager 1 Alliance A/V 0971017 Textbook Fountas & Pinnell r Manager Media Manager r Lexile Asset Manager r Reading Program – AR/RC r Standards TitlePeek r WebPath Express ABC-CLIO

			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
32) SUNCOAST POLY TECH HIGH SCH	Library Manager	r	Alliance A/V
0905744	Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			CountryReports
			Soundzabound
			Teachingbooks.net
33) TATUM RIDGE ELEM SCH			
33) TATUM RIDGE ELEM SCH 0905174	Library Manager		Alliance A/V
	Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express

			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
34) TAYLOR RANCH ELEM SCH 0900114	Library Manager	*	Alliance A/V
	Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
35) TOLEDO BLADE ELEM SCH 0903106	Library Manager	K	Alliance A/V
	✓ Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek

		WebPath Express
		ABC-CLIO
		ABDO
		A.D.A.M.
		CountryReports
		Soundzabound
		 Teachingbooks.net
36) TUTTLE ELEM SCH 0971030	Library Manager	Alliance A/V
	Textbook Manager	Fountas & Pinnell
	Media Manager	Lexile
	Asset Manager	Reading Program – AR/RC
		Standards
		TitlePeek
		WebPath Express
		ABC-CLIO
		ABDO
		A.D.A.M.
		CountryReports
		Soundzabound
		Teachingbooks.net
37) VENICE ELEM SCH 0901441	Library Manager	Alliance A/V
	✓ Textbook Manager	Fountas & Pinnell
	Media Manager	Lexile
	Asset Manager	Reading Program – AR/RC
		✔ Standards

		TitlePeek
		WebPath Express
		ABC-CLIO
		ABDO
		A.D.A.M.
		CountryReports
		Soundzabound
		Teachingbooks.net
38) VENICE HIGH SCH 0901442	Library Manager	Alliance A/V
	Textbook Manager	Fountas & Pinnell
	Media Manager	Lexile
	Asset Manager	Reading Program – AR/RC
		Standards
		TitlePeek
		WebPath Express
		ABC-CLIO
		ABDO
		A.D.A.M.
		CountryReports
		Soundzabound
		Teachingbooks.net
39) VENICE MDL SCH 0989891	Library Manager	Alliance A/V
	Textbook Manager	Fountas & Pinnell
	Media Manager	Lexile
	Asset Manager	Reading Program – AR/RC

			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
40) WILKINSON ELEM SCH 0971114	Library Manager	r	Alliance A/V
	Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile
	Asset Manager		Reading Program – AR/RC
			Standards
			TitlePeek
			WebPath Express
			ABC-CLIO
			ABDO
			A.D.A.M.
			CountryReports
			Soundzabound
			Teachingbooks.net
41) WOODLAND MDL SCH 0905750	Library Manager	r	Alliance A/V
	Textbook Manager		Fountas & Pinnell
	Media Manager		Lexile

Asset Manager		Reading Program – AR/RC
	1	Standards
		TitlePeek
		WebPath Express
		ABC-CLIO
		ABDO
		A.D.A.M.
		CountryReports
		Soundzabound
 		Teachingbooks.net

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