



**Follett School Solutions, Inc.**  
1340 Ridgeview Drive  
McHenry, Illinois 60050  
Phone: 888.511.5114  
Fax: 800.852.5458  
[www.folletlearning.com](http://www.folletlearning.com)

December 14, 2017

Nathan Stone  
Technology Coordinator  
Mena School District  
304 Mena St  
Mena, AR 71953

Dear Mr. Stone:

Follett School Solutions is pleased to present the enclosed Amendment to your Destiny® Resource Management™ agreement.

In order for us to ensure your project completes smoothly, please provide us with the information listed below:

- An authorized representative of your District needs to sign page 4.
- Please have an authorized representative of your District Sign and complete the fields as prompted and upload your PO if available. For additional assistance in using DocuSign to complete this Agreement please reference the following links:
  - <https://support.docusign.com/en/articles/How-do-I-sign-a-Docusign-document-Basic-Signing>
  - <https://support.docusign.com/en/articles/How-to-Sign-on-Paper-Recipient-View>
- Ensure that the data on Schedule A is accurate (if attached). Initial each modification to Schedule A (if any).
- After the licenses have been activated:
  - Sign, date, and return the Acknowledgement of Delivery form as instructed above. Please include your printed name, title, and district address.

We look forward to a successful Follett Destiny Solution implementation and we appreciate your decision to partner with Follett.

Sincerely,

Kelly Ferkel  
Inside Sales Consultant - Technology  
Phone: 877-899-8550 Ext. 46271  
Fax: 815-578-5426  
[kferkel@Follett.com](mailto:kferkel@Follett.com)

## Amendment B

Destiny® Resource Management™ Agreement  
Mena School District  
Quote # 983449-2  
Customer # 0300560  
December 14, 2017

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Mena School District ("you") in Mena, AR November 19, 2009 (the "Agreement") is effective December 14, 2017. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until March 23, 2018.

### Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

- Migration of one (1) Destiny database(s) for four (4) license(s) of Library Manager to the Follett Hosted Service.
- Migration to the Follett Hosted Service includes:
  - Project Management: coordination of tasks and timeline to migrate from customer-hosted servers to Follett-hosted servers.
  - Implementation: migration of the Destiny database from customer-hosted servers to Follett-hosted servers.
  - Technical Training: brief technical training on the Follett Hosted Service.
  - Server maintenance and support

Additional information regarding the migration service, and additional terms associated with the Follett Hosted Service, are contained in this document.

Unless otherwise noted, no other project management, implementation, data or training services are included as part of this Proposal.

## Follett Hosted Service

- Destiny Library Manager™ Hosted Service for year one for four (4) location(s)
  - Alliance Plus
  - Destiny Discover
  - Collections
  - One Search
  - TitlePeek
  - Online documentation and Help
  - Note: Library Manager is designed specifically as a Library management tool
- Server maintenance and support

### Please Note:

- Data conversion and data enhancement services costs are not included.
- All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.
- All pricing is listed in United States dollars.
- Payment terms are Net 30 days after delivery.
- To the extent allowable by law, this Amendment is strictly confidential.

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).

In the event you are migrating from the Follett Hosted Service in the middle of a hosted term, you will receive a credit for the pro rata portion of the annual hosted fee paid for hosting services following the date of District's acceptance of the migration services to the customer hosted environment.

## Annual Licensing and Maintenance Costs Starting Year 2\*

### Follett Hosted Service

- **Destiny Library Manager continued access to and support of the Follett Hosted Service for four (4) location(s)**
  - Alliance Plus
  - Destiny Discover
  - Collections
  - One Search
  - TitlePeek
  - Online documentation and Help
  - Note: Library Manager is designed specifically as a Library management tool
- **District Technical Support includes:**
  - Toll-free telephone technical support for designated Customer contacts
  - 24/7 customer Web Portal, with searchable online knowledge base
  - Unlimited email support
  - Training toolkits (lesson plans, quick reference guides, and videos)

\*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 continue to receive access to the Follett Hosted Service. Otherwise Follett reserves the right to turn off the Services.

\*\* Note: This new pricing will be reflected in your next annual renewal fee.

## Migration Services

Migration services support moving your Destiny database(s) to the Follett Hosted Service, and provide your district with configured access to your Destiny software via a Web site address (URL).

Follett is responsible for providing the following processes and activities related to this service:

- Backup the Destiny database
- Verify product version of the existing installation
- Upload Destiny and database files to Follett hosted environment
- Verify installation with customer, and supply Destiny URL.

All services are delivered remotely.

Customers are required to provide the following activities related to this service:

- Any required Destiny upgrades to match Follett hosted product level.
- Delete old job summaries from Job Manager
- Remote access to the Destiny/SQL server(s) of the existing server environment
- Provide login information to the Destiny installations and the SQL Administrator (sa) user(s).

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.

### Digital Resource Limit

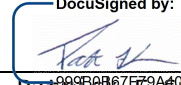
Digital content that is uploaded and cataloged is limited to 1 GB per Destiny database (for district if the Destiny database serves a multi-school district; or individual school, if the database is limited to a specific school). If at any time you exceed this limit and wish to purchase additional space, you may do so at an additional cost of \$5.00 per GB annually.


Note: The Follett Destiny Solution is a Schools Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono ([web.kimonocloud.com](http://web.kimonocloud.com)).

Based on discussions with your district, your implementation is scheduled to be completed no later than March 23, 2018. 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 Amendment, 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 Amendment to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.  
DocuSigned by:  
Signature:   
Print Name: Patrick P. Sullivan  
Title: Finance Compliance Manager  
Address: 1340 Ridgeview Drive  
McHenry, IL 60050  
Date: 12/15/2017

Mena School District  
DocuSigned by:  
Signature:   
Print Name: Nathan Stone  
Title: Technology Coordinator  
E-mail Address: nathan.stone@menaschools.org  
Address: 501 Hickory Ave  
Mena, AR. 71953  
Date: 12/14/2017

No, I will send at a later date

To ensure your implementation starts when planned and goes smoothly, please provide us with the information listed below:

- Ensure that the data on Schedule A is accurate (if attached). Initial each modification to Schedule A (if any).
- An authorized representative of your District needs to **sign above** using DocuSign. For additional assistance in using DocuSign please reference the following links:
  - <https://support.docusign.com/en/articles/How-do-I-sign-a-DocuSign-document-Basic-Signing>
  - <https://support.docusign.com/en/articles/How-to-Sign-on-Paper-Recipient-View>
- Please provide your consultant with the name and mailing address of the person to whom Follett should return a copy of the fully executed agreement.

## Additional Terms and Conditions

1. Nature of the Transaction. Follett School Solutions, Inc. ("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 School Solutions, Inc. Product Licensing Terms, incorporated into this Agreement by reference and available at the following URL: [http://www.follettsoftware.com/\\_files/fsc/file/cms/DestinyLicense.pdf](http://www.follettsoftware.com/_files/fsc/file/cms/DestinyLicense.pdf). The license shall be subject to the Term stated in Section 4 below. In the event of a conflict between the terms of this Agreement and the Follett School Solutions, Inc. 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 Discover, requires that Customer maintains current Follett School Solutions, Inc. 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. The 12-month support renewal periods (each, a "Support Renewal Period") shall begin on the first anniversary of the date of purchase and shall renew subject to the terms of Section 4 below. Fees for each Support Renewal Period shall be invoiced, and due and payable, in advance of the start of each such Support Renewal Period. Following the initial Support Renewal Period, the fees for subsequent Support Renewal Periods may be increased, in Follett's sole discretion; provided that (i) in no event shall an increase in any given year exceed the greater of (x) 5% or (y) CPI ("CPI" refers to the All Items Consumer Price Index, All Urban Consumers, as published by the U.S. Bureau of Labor Statistics in each case relative to the fee for the immediately preceding Support Renewal Period) and (ii) Follett shall provide written notice to Customer of any such change in price at least ninety (90) days prior to the effective date of such change.
4. Service Term. The term of the Service shall be one (1) year with automatic renewal, unless either party terminates in writing at least sixty (60) days prior to expiration of the current term.
5. 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.
6. 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:  
99% up-time, Monday through Friday during the hours of 6 a.m. to 6 p.m. (US Central Time) ("Up-time").

7. 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.

8. 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.

9. 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.

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

11. 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, the Customer will be provided an opportunity to export catalog and patron data in a reasonable timeframe, not to exceed 120 days past termination date. Follett shall terminate the Customer's access to the Follett hosted service and destroy the Customer Data after the customer's timeframe to export data has passed. 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.

12. 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.

13. 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.



14. Effect of Termination. Sections 11, 15, 16, 17, 18 and 22 shall survive any termination 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.

15. 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 School Solutions, Inc. Product Licensing Terms.

**16. 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.**

**17. 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.**

18. 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.

19. 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.

20. 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.

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

22. 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.