



Follett School Solutions, Inc.
1340 Ridgeview Drive
McHenry, Illinois 60050
Phone: 888.511.5114
Fax: 800.852.5458
www.folletlearning.com

May 17, 2018

Melissa Tebbenkamp
Director of Instructional Technology
Raytown Quality Schools
10750 E. 350 Hwy
Raytown, MO 64138

Dear Ms. Tebbenkamp:

We are pleased to present the enclosed Agreement for the licensing of our Follett Destiny® Solution™.

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

- An authorized representative of your District needs to sign page 4.
- Please include with your fax/email the name and mailing address of the person to whom Follett should return a copy of the fully executed amendment if needed.

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

Sincerely,

Follett School Solutions, Inc.
fssbidadmin@follett.com

Agreement

Raytown Quality Schools
Customer #2468153
May 17, 2018

This Follett Destiny® Solution Agreement, which includes the attached Additional Terms, Statement of Work and schedules (collectively, "Agreement"), governs your purchase and licensing of Follett's Destiny Solution.

The prices and terms in this Agreement are confidential. They will be held open and valid until July 1, 2018.

Annual Licensing and Maintenance Costs Due*
Support for 07-1-2018 through 06-30-2019 (See attached
Renewal Quote 7312489)

Pricing
\$24,052.54

The below annual costs (plus any additional Annual licensing costs due for additional licenses and/or subscriptions purchased after the effective date of this Agreement) are due by the date listed above. Your district will provide written notice of intent to renew 60 days prior to the end of the then current term.

Software License

- Destiny Library Manager for fifteen (15) location(s)
 - Alliance Plus
 - Destiny Discover
 - One Search
 - TitlePeek
 - Online documentation and Help
- Destiny Resource Manager™ for twenty (20) location(s)
 - Online documentation and Help
 - Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management.
- Destiny Media License for one (1) location(s)
- District Technical Support includes:
 - Toll-free telephone technical support for designated Customer contacts
 - 24/7 customer Web Portal, with searchable online knowledge base
 - Unlimited E-mail support
 - Training toolkits (lesson plans, quick reference guides, and videos)
 - Product updates

*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 Agreement to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.

Raytown Quality Schools

Signature: _____
Print Name: _____
Title: _____
Address: 1340 Ridgeview Drive
McHenry, IL 60050

Date: _____

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

Date: _____

Additional Terms

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 completion of delivery and installation of the Solution, 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 http://www.follettsoftware.com/_files/fsc/file/cms/DestinyLicense.pdf. The license shall be subject to the Service Term stated in Section 4 below. 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 School Solutions 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 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% and (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 initial one (1) year term with option to extend for an additional four (4) one (1) year terms upon mutual written agreement of Follett and Customer, unless either party terminates in writing at least sixty (60) days prior to expiration of the current term.

5. 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.

6. 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.

7. 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 may need to obtain at its own expense Microsoft SQL Server. For information regarding these requirements, Customer may contact its Follett Sales Consultant.

8. 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.

9. 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.

10. 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, 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. Excluding obligations under Schedule C section titled Data Breach.

11. 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.

12. Publicity. Deleted in its entirety.

13. 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 with the other party's written consent, in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off.

14. 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

The Follett Destiny 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.

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).

Application Software and Online Services

This SOW covers your Solution, including the following Follett Destiny Solution components:

- Destiny Library Manager
- Destiny Resource Manager

The Follett Destiny Solution provides a centralized database and application server to support the 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
- One Search
- TitlePeek
- Z39.50 Client
- Z39.50 Server

- WebPath Express
- Reading Program Service Solution – AR/RC

Destiny Discover

With the purchase of Destiny Library Manager, you receive Destiny Discover interface which is an optional cloud based interface to access all your digital and print materials.



Digital Content Solutions

Follett Digital Content Solutions are tools for schools and districts to be at the forefront of digital learning. Manage content to help create active, personalized learning for students.

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.

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.

WebPath Express™ Solution

This is an online solution that directs users who are searching Destiny Library Manager's Catalog to high quality, educator-reviewed Web sites. WebPath Express contains over 85,000 Web sites with more updated and added on a regular basis.

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.

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 resource manager in your district with complementary skills to maximize use of your Follett Destiny Solution. The format is hands-on, with the number of attendees per session based on the options selected.

Training toolkits

Training toolkits offer access to our extensive online library of training modules. The training modules include lesson plans, quick reference guides, and videos that let Destiny users maximize their use of the Follett Destiny Solution by providing access to training whenever and wherever needed. Training toolkits are available through Destiny Help.

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
- One Search
- TitlePeek
- Z39.50 Client
- Z39.50 Server
- WebPath Express
- Reading Program Service solution – AR/RC
- 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)

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 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.

Payment Schedule

Schedule B

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

Description	Amount	Due Date
Initial Costs	\$24,052.54	Net 30 days after invoice
Total	\$24,052.54	

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

Schedule C

Data Governance Addendum for District Data of the Raytown C-2 School District

Data Governance Conditions. Terms used herein shall have the same meaning as in the Agreement unless otherwise specifically provided. To the extent that Follett is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement, Follett is likewise permitted to subcontract or delegate the performance of corresponding duties and obligations contained in this exhibit, provided however that Follett will remain ultimately responsible for such duties and obligations. To the extent that any provision of the Terms of Service or Privacy Policy conflict with or contradict with this addendum, in letter or spirit, the provisions of this addendum shall prevail.

- **Data Storage/Maintenance.** The parties agree that all data collected or held by Follett (including but not limited to Customer's students' names and other information) shall be stored within the United States of America. The parties further agree that Follett shall maintain all data in a secure manner using appropriate technical, physical, and administrative safeguards to protect said data. No data may be backed up outside of the continental United States.
- **Data Encryption.** In conducting data transactions and transfers with the Customer, Follett will ensure that all such transaction and transfers are encrypted.
- **Data Portals.** Follett warrants and represents that all of its data portals are secured through the use of verified digital certificates.
- **Data Breach.** Follett agrees that it will implement commercially reasonable administrative, physical and technical safeguards designed to secure User Data from Customer from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files. In the event Follett has a reasonable, good faith belief that an unauthorized party has accessed or had disclosed to it User Data that the Customer provided Follett or that Follett collected from Customer or its authorized users, and such access or disclosure occurs in a manner that compromises the security of said User Data ("Security Incident"), then Follett will promptly, subject to applicable confidentiality obligations and any applicable law enforcement investigation, or if required by Law in such other time required by such Law, notify the Customer and will use reasonable efforts to cooperate with the Customer's investigation of the Security Incident.
- If, due to a Security Incident which is caused by the acts or omissions of Follett or its agents, employees, or contractors, any third-Party notification of such real or potential data breach is required under law, Follett shall be responsible for the timing, content, and costs of such legally-required notifications. With respect to any Security Incident

which is not due to the acts or omissions of Follett or its agents, employees, or contractors, Follett shall nevertheless reasonably cooperate in the Customer's investigation and third-party notifications, if any, at the Customer's direction and expense. Follett shall also be responsible for the cost of investigating any Security Incident determined to be caused by the acts or omissions of Follett or its agents, employees, or contractors, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the Customer as a result of a Security Incident. Follett shall also be required to outline for the Customer the steps and processes that Follett will take to prevent post-employment data breaches by Follett employees after their employment with Follett has been terminated.

- Data Dictionary. Follett will provide the Customer with a data inventory that inventories all data fields and delineates which fields are encrypted within Follett's platform maintaining collected Customer data.
- Data Ownership. The parties agree that, notwithstanding Follett's possession of or control over Customer data, the Customer maintains ownership of all data that the Customer provides to Follett or that Follett collects from the Customer. Follett further agrees that Customer data cannot be used by Follett for marketing, advertising, or data mining, or shared with any third parties unless allowed by law and expressly authorized by the Customer in writing.
- Follett Access to Customer Data. The parties agree that Follett shall exclusively limit its employees, contractors, and agents' access to and use of Customer data to those individuals who have a legitimate need to access Customer data in order to provide required support of the system or services to the Customer under the Agreement. Follett warrants that all of its employees, contractors, or agents who have such access to confidential District data will be properly vetted to ensure that such individuals have no significant criminal history.
- Data Handling in the Event of Termination. In the event that the parties terminated their agreement for the provision of Follett's services, upon written request any Customer data within Follett's possession or control must be provided to the Customer and all other copies of the data must be de-identified/deleted. De-identified data will have all direct and indirect personal identifiers removed, including but not limited to names, addresses, dates of birth, social security numbers, family information, and health information. Furthermore, Follett agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification. If Customer data is disclosed without de-identifying the same as required herein, written notice shall be provided to the Customer. If Customer data is restored from a back-up after the parties' termination of their agreement for Follett's services, then that data must also be de-identified/deleted.
- Cyber Security Insurance. Follett will provide to the Customer a certificate of insurance including Cyber Security Insurance coverage for Data Breach.

- Follett Visits to Customer Property. The parties recognize that certain Follett employees, contractors, or agents may visit the Customer's property in order to obtain the necessary information for the provision of Follett's services. In the event that a Follett employee must be unsupervised on Customer's property, the parties agree that, before any such visits to the Customer occur, all visiting Follett employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. Follett further warrants and agrees that its employees, contractors, or agents who visit the Customer will not have contact or interact with the Customer's students. Follett will indemnify, defend, and hold the Customer, its board members, administrators, employees and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs, (including reasonable attorneys' fees), damages, and liabilities resulting directly, from the acts and/or omissions of Follett and/or its employees, contractors, or agents, subcontractors in connection with visits to the Customer's property as described herein.