



RENEWAL QUOTE

Page	1
Quote#	7336655
Issue Date	05/17/2018
Expiration Date	07/31/2018
Customer#	0475660
Customer	PERRIS UN HIGH SCH DIST

PERRIS UN HIGH SCH DIST
155 E 4TH ST
PERRIS CA 92570

Quote Summary	Payable in USD
Quote Total	\$17,422.62

NOTICE OF PAYMENT DUE

Mail Payment (Check)
 Follett School Solutions, Inc.
 91826 Collection Center Drive
 Chicago, IL 60693 USA

Mail Purchase Order
 Follett School Solutions, Inc.
 1340 Ridgeview Drive
 McHenry, IL 60050 USA
 Email: FSSorders@follett.com
 Fax: 800-852-5458

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
PALS/ACADEMY/CDS - 0413052				
67057P ALLIANCE A/V ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2018	06/30/2019	\$143.79
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$892.50
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$733.95
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$738.88
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2018	06/30/2019	\$150.00
Site Total				\$2,659.12
ALTERNATIVE ED SCH - 0415454				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$733.95
Site Total				\$733.95
HERITAGE HIGH SCH - 0415289				
67057P ALLIANCE A/V ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2018	06/30/2019	\$143.79
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$892.50
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$733.95
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$738.88
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2018	06/30/2019	\$150.00
Site Total				\$2,659.12
PALOMA VLY HIGH SCH - 0412513				
67057P ALLIANCE A/V ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2018	06/30/2019	\$143.79
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$892.50
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$733.95
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$738.88
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2018	06/30/2019	\$150.00
Site Total				\$2,659.12
PERRIS HIGH SCH - 0447450				

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114 (US/CAN) or +1 708-884-5000 (Outside US/CAN)

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Site Total				\$2,659.12
PERRIS LK HIGH SCH - 0409409				
67057P ALLIANCE A/V ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2018	06/30/2019	\$143.79
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$892.50
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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2018	06/30/2019	\$150.00
Site Total				\$2,659.12
PERRIS UN HIGH SCH DIST - 0475660				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$733.95
Site Total				\$733.95
PINACATE MDL SCH - 0410591				
67057P ALLIANCE A/V ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2018	06/30/2019	\$143.79
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$892.50
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$733.95
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	06/30/2018	06/30/2019	\$738.88
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2018	06/30/2019	\$150.00
Site Total				\$2,659.12

End of Quote

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114 (US/CAN) or +1 708-884-5000 (Outside US/CAN)

Purchase Follett Technology products 24/7 on www.destinyexpress.com

Agreement
Perris Union High School District
Customer # 0927376
June 16, 2016

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.

This agreement is valid for five (5) years to extend the Agreement. The pricing and terms as provided below will remain valid for a period of five (5) years from the date listed above.

<i>Annual Licensing and Maintenance Costs Due Annually by July 1, 2016</i>	
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.	
<i>Follett Hosted Service</i>	
<ul style="list-style-type: none"> ○ Destiny Library Manager for six (6) location(s) <ul style="list-style-type: none"> ○ Alliance Plus ○ Universal Search ○ TitlePeek ○ One Search ○ Online documentation and Help 	\$6,000.00
<ul style="list-style-type: none"> ▪ Destiny Resource Manager™ for seven (7) location(s) <ul style="list-style-type: none"> ○ Online documentation and Help ○ Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management. 	\$4,893.00
<ul style="list-style-type: none"> ▪ Destiny Textbook Manager for six (6) location(s) <ul style="list-style-type: none"> ○ Online access to over 800,000 textbook title records ○ Online documentation and Help ○ Note: Textbook Manager is designed specifically as a tool for District/School textbook management 	\$4,222.20
<i>Digital Content Solutions</i>	
<ul style="list-style-type: none"> ▪ Alliance AV™ District solution for six (6) locations 	\$862.74
<ul style="list-style-type: none"> ▪ District Technical Support includes: <ul style="list-style-type: none"> ○ 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) ○ Product updates 	
<i>Total Annual Licensing and Maintenance Costs:</i>	
	<i>\$15,977.94</i>

*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.

Perry Union High School District 6/3/2016

Name of Site	Cust #	Library Mgr	Textbook Mgr	Resource Mgr	TitlePeek	Alliance AV
PERRIS UN HIGH SCH DIST	0475660			\$699.00		
ACADEMY/CDS	0413052	\$850.00	\$703.70	\$699.00	\$150.00	\$143.79
HERITAGE HIGH SCH	0415289	\$850.00	\$703.70	\$699.00	\$150.00	\$143.79
PALOMA VLY HIGH SCH-MU	0412513	\$850.00	\$703.70	\$699.00	\$150.00	\$143.79
PERRIS HIGH SCH-MU	0409409	\$850.00	\$703.70	\$699.00	\$150.00	\$143.79
PERRIS LK HIGH SCH	0475660	\$850.00	\$703.70	\$699.00	\$150.00	\$143.79
PINACATE MDL SCH	0410591	\$850.00	\$703.70	\$699.00	\$150.00	\$143.79
District Totals		\$5,100.00	\$4,222.20	\$4,893.00	\$900.00	\$862.74

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.

Perris Union High School District

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

Date: _____

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

Date: _____

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

1. An authorized representative of your District needs to **sign above**.
2. Please fax **ALL PAGES** of the signed agreement along with your **Purchase Order** as instructed on the cover letter.
3. 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.

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 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 Universal Search, 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.

4. **Delivery.** The Software and equipment purchased hereunder will be delivered within 30-60 days from the date of Customer's execution of this Agreement. Follett will arrange for packing, insurance, shipment and delivery to the location designated by Customer. Customer will be charged for the cost of shipping and the FOB point shall be the Customer's place of business.

5. **Payment.** Customer will make payments for the quoted price of the Solution according to the Payment Schedule in Schedule B attached to and incorporated into this Agreement.

6. **Additional Hardware and Software Required.** This Agreement does not include the cost or purchase of a central server and workstation hardware required for operating the Destiny™ Solution. Customer may need to obtain at its own expense Microsoft SQL Server. For information regarding these requirements, Customer may contact its Follett Sales Consultant.

7. **Limited Warranties.** Follett warrants, for the benefit of Customer only, that the third party equipment purchased under this Agreement will conform in all material respects to the specifications supplied by the manufacturer and shall be free of material defects. Follett's sole obligation and Customer's exclusive remedy for any defect or nonconformity in the equipment will be Follett's cooperation with Customer to provide it with the benefit of any warranty and support commitment of the third-party manufacturers and suppliers of the equipment. Follett warrants that the services provided under the attached SOW will be performed using generally accepted industry standards and practices and in compliance with all applicable state, federal, municipal or local educational institution codes. Follett's limited warranty covering the Software is set forth in the Follett School Solutions, Inc. Product Licensing Terms.

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

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

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

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

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

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

Statement of Work

Schedule A

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

Services

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

Overview

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.

Follett evaluation of Customer's current data and infrastructure is required in advance of final pricing and agreement. If such evaluation has not been completed, additional products and services may be required that were not previously proposed. The Customer agrees that it is solely responsible for the cost of all products and services requested or required.

The Customer acknowledges and agrees that it may be required to complete and submit to Follett a discovery document providing bar code and scanner and related information on a site by site basis prior to data migration. The Customer agrees it shall not migrate any data from any existing system into Destiny without authorization in advance by Follett. Follett is not responsible for any costs, services or products that may be required related to unauthorized migration of data by a Customer.

Student Interoperability Framework (SIF)

Follett Destiny Solution is a SIF-certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (www.kimonocloud.com).

- Destiny Library Manager
- Destiny Textbook 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
- Online access to a database of over 800,000 high-quality textbook title records
- One Search
- TitlePeek
- Z39.50 Client
- Z39.50 Server

Universal Search

The Universal Search interface is an optional cloud based interface to access all your digital and print materials.

Digital Content Solutions

Making Digital Content Work for You

Digital Content Solutions from Follett 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.

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.

Alliance A/V District Solution

This Digital Content Solution provides librarians with to access over 725,000 Audio-Visual MARC 21 bibliographic records over the Internet for original cataloging or enhancing their existing database. Alliance A/V saves cataloging time and increases collection access points for students and patrons.

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 800,000 high-quality textbook title records
- One Search
- 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.