



**Follett School Solutions, Inc.**

1340 Ridgeview Drive

McHenry, Illinois 60050

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August 18, 2014

Harold Waters  
Technician  
Mt Diablo Unified School District  
1936 Carlotta Dr  
Concord, CA 94519

Dear Mr. Waters:

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

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.

- An authorized representative of your District needs to **sign page 4**.
- Please fax or scan/email **ALL PAGES** (with the exception of the Acknowledgement of Delivery, if attached) of the signed amendment and your **Purchase Order** to the attention of the sales representative listed below at the corresponding fax number/email address.
- 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.

After the licenses have been activated:

- Sign, date, and fax or scan/email the Acknowledgement of Delivery form as instructed above. Please include your printed name, title, and district address.

We look forward to a successful Destiny® Resource Management implementation and we appreciate your decision to partner with Follett School Solutions, Inc.

Sincerely,

Lori L. Schwebke  
Inside Sales Consultant - Technology  
Phone: 800-323-3397 Ext. 7267  
Fax: 815-578-5267  
[lschwebke@Follett.com](mailto:lschwebke@Follett.com)



**Amendment D**  
**Destiny® Resource Management Agreement**

Quote # 845435-2

Customer # 0410241

August 18, 2014

This Amendment is made part of the Destiny Resource Management Agreement & Amendments between Follett School Solutions, Inc. ("Follett") and Mt Diablo Unified School District ("you") in Concord, CA Agreement dated March 29, 2007; Amendment A dated March 29, 2007; Amendment B dated January 20, 2010; Amendment D dated March 28, 2012 (the "Agreement") is effective August 18, 2014. 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 September 23, 2014.

**Modifications to the Agreement**

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

<i>Destiny Resource Management Solution Summary</i>	
<b><i>The total dollar amount included in this Amendment is</i></b>	<b><i>\$1,630.75</i></b>
<b><i>Products Added to Destiny Resource Management Agreement</i></b>	
<b><i>Software License</i></b>	
<b><i>PN227: Acknowledgement of Delivery must be received by Follett on or before September 23, 2014.</i></b>	
<ul style="list-style-type: none"><li>▪ <b>Destiny Textbook Manager™ for one (1) location(s) (September 1, 2014 through September 30, 2015)</b><ul style="list-style-type: none"><li>○ Online access to over 800,000 textbook title records</li><li>○ Online documentation and Help</li><li>○ Note: Textbook Manager is designed specifically as a tool for District/School textbook management</li></ul></li></ul>	
<b><i>Prepaid Support for October 1, 2015 through April 30, 2017</i></b>	
<ul style="list-style-type: none"><li>▪ <b>Destiny Textbook Manager for one (1) location(s)</b><ul style="list-style-type: none"><li>○ Online access to over 800,000 textbook title records</li><li>○ Online documentation and Help</li></ul></li></ul>	
<b>Data conversion and data enhancement services costs are not included.</b>	
<b>Implementation services costs are not included.</b>	
<b>All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.</b>	
<b>All pricing is listed in United States dollars.</b>	
<b>Payment terms are Net 30 days after delivery.</b>	
<b>To the extent allowable by law, this Amendment is strictly confidential.</b>	

## *Annual Licensing and Maintenance Costs Beginning May 1, 2017*

### **Software License**

- **Destiny Textbook Manager for one (1) location(s)**
  - 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
- **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)
  - Product updates

This new pricing will be reflected in your next annual renewal fee.

***Total Annual Licensing and Maintenance Costs:***

***\$ 399.00***

*\*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.*

## *Student Interoperability Framework (SIF)*

Follett Destiny 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](http://www.kimonocloud.com)).

**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.**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 1340 Ridgeview Drive  
McHenry, IL 60050  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**Mt Diablo Unified School District**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

1. An authorized representative of your District needs to **sign above**.
2. Ensure that the data on **Schedule A** is accurate (if attached). Initial each modification to Schedule A (if any).
3. Please fax **ALL PAGES** (with the exception of the Acknowledgement of Delivery) of the signed amendment and 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 amendment if needed.

# Licensed School Sites\*

## Schedule A

\*Note: Licenses are transferable.

School or Site Name	Product Type (check all that apply)	Data Service	Digital Content Subscriptions
1) HOME AND HOSPITAL PROGRAM 0420008   FLR: L0410241.000	<b>Destiny Products:</b> <input type="checkbox"/> Library Manager <input checked="" type="checkbox"/> Textbook Manager <input type="checkbox"/> Media Manager <input type="checkbox"/> Asset Manager <b>FollettShelf Products:</b> <input type="checkbox"/> District Manager <input type="checkbox"/> Classroom Connection	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program – AR/RC <input type="checkbox"/> Standards <input type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC-CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net

# Acknowledgement of Delivery Amendment

Customer Name: Mt Diablo Unified School District, CA  
Amendment Name: Amendment D  
Amendment Date: August 18, 2014  
Customer Number: 0410241

The following deliverables listed on the Licensed School Sites (Schedule A) have been delivered:

- (Software)
  - Textbook Manager

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

District Address: \_\_\_\_\_

**Note:**

This document confirms the delivery and completion of the services listed above. Follett School Solutions, Inc. will continue to support your district in the use of the Destiny Solution as defined in your Destiny Resource Management Solution Agreement.

