

FOLLETT SCHOOL SOLUTIONS,
LLC PRODUCT LICENSING
TERMS

IMPORTANT

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13 *Password.* You will have the ability to assign users of the Product and associated passwords. You are responsible for maintaining the security of your passwords and agree not to post your passwords on any Web site accessible to the public. You agree to assume responsibility for the results of any misuse of your passwords and to report any misuse of the passwords immediately to Follett.

14 *Prohibited Use.* You may not copy the Product without Follett's permission, except to make a backup copy. You may copy the Product's accompanying documentation to be used for internal use only, as necessary to use the Product. You may use the Product to generate reports for internal use only. You are responsible for the security of all data extracted from the system: client defined fields, data in email, attachments, file copies, third party services such as Google docs, Microsoft Office 365 environment or other services, API usage by you or other designated Partners. You may not use the Product or allow any third party to use the Product for any commercial purpose or in any manner (i) not set forth in this Agreement or the Solution Agreement, (ii) which could damage, disable, or materially impair the Product, (iii) which interferes with use of the Product by other Follett customers or (iv) which violates any local, state, federal or international law, rule or regulation. You may not loan, sublicense, rent, lease, transfer, or assign the Product or any portion thereof to any third party. You may not remove any copyright, trademark or other intellectual property rights notices from the Product, including from any reports or data generated by the Product. Without the prior written consent of Follett, you may not (x) reverse engineer, decompile, disassemble, or in any way modify the Product or any portion thereof or (y) perform any automated or manual testing of the Product. Any modifications you make to the Product will remain the property of Follett and/or its licensor(s). This Product may not be used except for its originally intended, specifically licensed purposes. A breach of any term in this Section 1.4 will be considered a breach of a material term.

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3 *Third Party Web Sites.* The Product may provide you and your patrons with links to third party web sites, including Third-Party Applications referenced in Section 5 below. You acknowledge that Follett does not endorse or maintain control over and will not be liable

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4. *Third Party Subscription Databases.* The Product may enable you and your patrons to search third-party subscription databases. Access to many of these databases is strictly regulated under the terms of the license agreements between you and the third-party database owners. You acknowledge that it is your obligation to ensure against the unauthorized access of such third party- owned subscription databases. If the Product provides access to password protected content, you agree to password protect such access at your library's server level to ensure that only your patrons can use the Product, and to protect against the unauthorized use of third party-owned content, such as subscription databases.

5. *Student Privacy.* You may be able to allow your patrons to set up their own individual login accounts. If you do so, you agree that you are solely responsible for complying with all applicable state, federal and global privacy laws regarding student privacy, including the federal Family Education and Privacy Act (FERPA). Follett warrants that it will not use any information you provide from students' accounts for any purpose other than providing the Product, and that it will not disclose such information to any third party unless required by law or as directed by you with respect to certain third-party applications ("Third-Party Applications") such as Biblionasium, OverDrive MackinVIA and Axis 360, which can be integrated into our Product to allow you and your users to access such Third-Party Application. By activating, or directing Follett to activate, such Third-Party Application integration in the Product, you have the appropriate consent and authorize Follett to disclose the following student information for the sole purpose of facilitating such integration:

- Location name (site name)
- Student name
- Homeroom teacher name and emailaddress
- Grade
- User name/login of student

The Product also supports optional single sign-on technology with Google and Microsoft platforms (where a user can use a Google or Microsoft account to login to Destiny) and access to Google or Microsoft cloud storage (Google Drive or Microsoft One Drive accounts). You may choose to configure this single sign-on technology in your sole discretion, in which case your end user can choose to access their Google or Microsoft account from Destiny. You are responsible for any confidential data which a user moves to these platforms. This functionality requires the use of Google and/or Microsoft API (Application Programming Interface) Services, respectively. Refer to "Google Sign In" [Privacy/Terms](#) and "Microsoft Single Sign-in" [Privacy](#). Requests for Google/Microsoft account information will identify the Product as seeking access to user data (the user's cloud storage location). Follett will utilize this account information for the sole purpose of logging in the user to Destiny, or to create links to user-selected documents for Collections. This information is being requested for no other purpose and Follett will not use the user data for any other purpose. The user's account ID is stored on the workstation with a cookie to support subsequent use (until the user logs out from their cloud storage location).

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13. *Indemnification.*

13.1 You agree to indemnify, defend and hold harmless Follett, its affiliates, and its and their shareholders, officers, directors, employees, agents, attorneys and assigns, against any losses, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of or incurred in connection with any third-party claims, demands, actions, or arbitrations involving (a) involving breach by you of any material term of the Solution Agreement, these Terms, or any Terms of Use made available via the Product or (b) Your Content. You will maintain liability insurance sufficient to fulfill your obligations under this Section 13.1 and will submit proof of such insurance to Follett upon request.

14. *Arbitration.* You agree to submit any dispute, controversy or claim you may have arising out of or relating to this Agreement solely to binding arbitration to be conducted pursuant to the Commercial Rules of the American Arbitration then in effect.

15. *Right to Audit Compliance.* Follett will have the right to conduct or direct an independent accounting firm to conduct, during normal business hours and no more than once during any calendar year, an audit of your relevant records to verify your compliance with the terms of this Agreement. This provision does not limit Follett’s right to monitor its server logs for accesses made by you, or using any access code issued to you, to any on-line features, or to investigate any conduct Follett believes either may be a breach of the licensing terms or otherwise threatening to the integrity of its products or services.

16. *Entire Agreement.* The Solution Agreement (including any SOW or other documents attached to the Solution Agreement), these Terms and any Terms of Use made available via

the Product constitutes the entire agreement of the parties with respect to the use of the Product. If there is any conflict between a provision in these Terms and a provision in the Solution Agreement, the provision in the Solution Agreement will prevail. The failure by Follett to enforce any of its rights hereunder will not constitute a waiver of such rights. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect.

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18. *Exporting Products.* This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You agree not to ship, transfer or export the Product or any data obtained from the Product into any country or use the Product or data obtained from the Product in any manner prohibited by the United States Export Administration Act or any other export laws or regulations.

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4. U.S. Government personnel using the Product, other than under a DOD contract or GSA Schedule, are hereby on notice that use of the Product is subject to restrictions which are the same as, or similar to, those specified above.

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