

Destiny End User Agreement

This End User Agreement outlines policies regarding your usage of this software (the “Product”). A reference to “Follett”, “we”, “us”, or the “Company” is a reference to Follett School Solutions, LLC.

This Product is licensed to an educational institution (our “Customer”) that you either are employed by or that you attend. You may also be accessing the Product as an anonymous guest.

Regardless of whether you access this product as a licensed user or as a guest, your usage of the Product is subject to the licensing terms found at <http://www.follettsoftware.com/files/fsc/file/cms/DestinyLicense.pdf>, as they may be amended from time to time, and the End User Agreement terms found herein, as they may be amended from time to time. Follett reserves the right to change these terms with or without notice and by accessing the Product, you agree to these terms of use as may be amended.

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. You may not reverse engineer, decompile, disassemble, or in any way modify the Product or any portion thereof without prior written consent of Follett. Any modifications you make to the Product will remain the property of Follett and/or its licensor(s). If you are accessing this Product via Customer license, our Customer determines the level of access you have in the Product, the configuration of the product and the data that is retained in the Product, and your usage of the Product is further subject to any terms agreed upon between Follett and such Customer.

The Customer may also choose to integrate the Product with third parties to support access to other resources (digital content from a third party or other cloud-based services). When applications are provided by us and the application links to this End User Agreement, this End User Agreement applies. When applications are provided by third parties, the terms and privacy statement of the third party applies and this End User Agreement does not apply.

The Product may also contain links to other websites, applications and services maintained by third parties. The information practices of such other services are governed by third parties’ privacy statements, which we encourage you to review to better understand those third parties’ privacy practices.

This End User Agreement does not apply to Follett websites used to support the Product or to provide other Follett goods and services to our customers. Please refer to <https://www.follettlearning.com/privacy-policy> for Follett privacy policies for those other websites and services.

If you use and interact with this Product, we automatically collect, and you authorize such collection of, log files and other information about your device and your usage of our websites through cookies, web beacons or similar technologies, such as Internet Protocol (IP) addresses or other identifiers, which may qualify as Personal Data. If you believe that your Personal Data has been provided to us improperly, or to otherwise exercise your rights relating to your Personal Data, please contact your educational institution.

We use common information-gathering tools, such as log files, cookies, web beacons and similar technologies to automatically collect information that may contain Personal Data from your computer or mobile device as you navigate our websites or interact with emails we have sent to

you.

As is true of most web-based products, we gather certain information automatically via log files. This information may include your IP address (or proxy server), device and application identification numbers, your location, your browser type, your Internet service provider and/or mobile carrier, the pages and files you viewed, your searches, your operating system and system configuration information and date/time stamps associated with your usage. This information is used to analyze overall trends, to help us provide and improve our products and to guarantee their security and continued proper functioning. We also collect IP addresses from users when they log into our services as part of our security features.

We use cookies and similar technologies such as web beacons, tags and JavaScript alone or in conjunction with cookies to compile information about the usage of our Product.

When you use our Product, we or an authorized third party may place a cookie on your browser, which cookie collects information, including Personal Data, about your online activities over time and across different sites. Cookies allow us to track overall usage, determine your browsing preferences and improve and customize your browsing experience.

We use both session-based and persistent cookies. Session-based cookies exist only during one session and disappear from your computer when you close your browser or turn off your computer. Persistent cookies remain on your computer or device after you close your browser or turn off your computer. You can control the use of cookies at the individual browser level, but choosing to disable cookies may limit your use of certain features or functions on our websites and services.

The following describes how we use different categories of cookies and similar technologies and your options for managing the data collection settings of these technologies:

| Type of Cookies | Description | Managing Settings |
|--------------------|--|--|
| Required cookies | Required cookies enable you to navigate our websites and use their features, such as accessing secure areas of the websites. If you have chosen to identify yourself to us, we may place on your browser a cookie that allows us to uniquely identify you when you are logged into the websites and to process your online transactions and requests. | Because required cookies are essential to operate the websites, there is no option to opt out of these cookies. |
| Functional cookies | Functional cookies allow us to remember information you have entered or choices you make (such as your username, language and region) and provide enhanced, personalized features. Functional cookies may also be used to improve how our websites function and to help us provide you with more relevant communications, including marketing | You can manage the placement of functional cookies on your browser via your individual browser settings. Note that opting out of functional cookies may impact the functionality of our websites and degrade your user experience. To opt out from data collection by Google Analytics, you can |

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| | <p>communications. These cookies collect information about how our websites are used, including which pages are viewed most often. We may use our own technology or third-party technology to track and analyze usage information to provide enhanced interactions and more relevant communications, and to track the performance of our advertisements.</p> <p>In particular, we use Google Analytics ("Google Analytics"), a web analytics service provided by Google, Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. Google Analytics uses cookies to help us analyze how our websites are used, including the number of visitors, the websites from which visitors have navigated to our websites, and the pages on our websites to which visitors navigate. This information is used by us to improve our websites.</p> <p>Follett may also utilize HTML5 local storage for the above-mentioned purposes. These technologies differ from browser cookies in the amount and type of data they store, and how they store it.</p> | <p>download and install a browser add-on, which is available here. To learn how to control functional cookies via your individual browser settings, click here.</p> |
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Our Product may use social media features, such as the Facebook “Like” button, the Twitter “Tweet” button and other sharing widgets (“Social Media Features”). You may be given the option by such Social Media Features to post information about your activities on a website to a profile page of yours that is provided by a third party social media network in order to share with others within your network. Social Media Features are either hosted by the respective social media network or hosted directly on our website. To the extent the Social Media Features are hosted by the respective social media networks, the latter may receive information that you have visited our website from your IP address. If you are logged into your social media account, it is possible that the respective social media network can link your visit of our websites with your social media profile.

Follett also allows you to log in to the Product using sign-in services such as Google or Microsoft, or other sign-in services used by your institution. These services will authenticate your identity and provide you the option to share certain Personal Data with us such as your name and email address to pre-populate our sign-up form.

Your interactions with Social Media Features are governed by the privacy policies of the companies providing the relevant Social Media Feature.

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