LICENSE AGREEMENT

This License Agreement (the "Agreement") is effective as of January, 2017, by and between Forethought Consulting, Inc. ("FCI") and Red River Parish School Board ("Licensee").

The parties covenant and agree as follows:

1. Definitions:
   a. "Software" means (a) all of the contents of the files, disk(s), CD-ROM(s), or other media provided to Licensee containing FCI's Computer Assisted Policy Service to which this agreement applies, including but not limited to, (i) FCI or third party computer information or software, (ii) related explanatory materials or files ("Documentation"); (iii) Fonts; and, (iv) the materials listed on Schedule A in machine readable format, as such schedule is amended from time to time (and, the term "Software" includes without limitation, all computer or machine readable text, together with all embedded or linked scripts and programs, and all related documentation).
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   c. "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
   d. "FCI" means Forethought Consulting, Incorporated, a Louisiana corporation, with its registered office located at 2223 Quail Run Drive, Suite C-1, Baton Rouge, Louisiana 70808.
   e. "Licensee" means the Red River Parish School Board.

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5. **Term.** The term of this Agreement is five (5) years from the effective date shown hereinafter (the "Term") subject to the survival of those provisions which are, by their express terms, intended to survive termination.

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8. **Third-Party Indemnity.** Except for any claim brought by a third party against both Licensee and FCI that the Software, as licensed hereunder, infringes any valid copyright or patent, Licensee shall indemnify and defend FCI, its directors, officers, employees and agents from any and all claims, demands, suits or actions brought by or on behalf of any third-party which in any way relate to the Software and/or this Agreement. Licensee acknowledges that in no case shall FCI be liable or responsible for any damages (whether direct, indirect, special, consequential or otherwise) suffered or incurred by any such third parties, even those due to the sole negligence of FCI.

9. **Limitation of Liability.** Notwithstanding any term or provision of this agreement: (a) in no case shall FCI be liable for any lost profits, loss or damage to reputation, liabilities of or claims paid by, or on behalf of, Licensee for damages or injuries to third parties or other indirect, special or consequential damages; and, (b) in no case shall FCI's liability arising under, or in connection with, this agreement exceed the amount of monies actually received by FCI under this agreement, not to exceed fifty (50%) percent of any sums paid FCI under this agreement.

10. **License Fee & Payment.** Licensee shall pay the license fee shown on Schedule A within thirty (30) days of the date of invoice. All late payments shall accrue interest at the highest rate allowed by law.

11. **Default & Remedies.** If Licensee fails to pay any invoice within sixty (60) days of the date of invoice, FCI shall have the right, without further notice, to immediately terminate this License.

The following shall each be deemed a material breach of this Agreement: (a) any use of the Software by Licensee in a manner or means not expressly licensed by FCI under this Agreement; (b) Licensee's breach of any express representation or warranty made or given in this Agreement; or, (c) Licensee's failure to indemnify or defend FCI as Licensee agreed to in this Agreement.

If Licensee materially breaches this Agreement, FCI shall have the right to terminate the License if, after first giving Licensee twenty (20) days written notice of such material breach, Licensee fails to cure such breach. Such termination shall be with full reservation of rights for losses or other damages suffered or incurred by FCI.

Upon termination of any license arising under this Agreement, Licensee shall return all copies of the Software to FCI and remove the Software from all computers containing a copy of the Software therein, including, not limited to, any server, personal computer, laptop computer, website or intra-office network; or, if not returnable, Licensee shall destroy all such copies. Licensee shall certify, in writing, that all such copies have been returned, removed or destroyed.
Licensee shall reimburse FCI for all reasonable attorneys' fees incurred by FCI in enforcing its rights arising under or in otherwise protecting its interests in conjunction with this Agreement.

12. **General Provisions.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorized officer of FCI. Updates may be licensed to Licensee by FCI with additional or different terms. This is the entire agreement between FCI and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

13. **Notice of U.S. Government End Users.** The Software and Documentation are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights are reserved under the copyright laws of the United States.

14.1 **Force Majeure.** If either party is prevented from or delayed in carrying out any obligation under this Agreement by reason of any act of God, war, accidents, labor disturbances, breakdown of plant equipment, lack or failure of transportation facilities, sources of supply of labor, raw material power or supplies, or by reason of any other cause whatsoever beyond the reasonable control of the other party, the party so prevented or delayed shall be excused from such performance during the period of such prevention or delay. Any such event shall not excuse performance of any obligation to be performed prior to the event.

14.2 **Assignment.** FCI shall have the right to assign all or any part of this Agreement. Licensee shall not have the right to assign this Agreement without the prior written consent of FCI which consent shall not be unreasonably withheld.

14.3 **No Waiver.** The failure of either party to object to or take action with regard to any breach or noncompliance with any provision of this Agreement shall not be construed as a waiver or modification of that or any other provision, or a waiver of any remedy for the breach or noncompliance; and a party shall only be deemed to have waived his rights hereunder if such waiver is in writing executed by the party waiving the right.

14.4 **Applicable Law.** This Agreement is made under and shall be construed and interpreted in accordance with and governed by the laws of the State of Louisiana applicable to contracts made, delivered and to be performed within the State of Louisiana.
14.5 **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14.6 **Notices.** All notices, writings, payments and other communications provided for herein shall be in writing and effected either by first-class mail, postage prepaid to the registered address by facsimile (to the number indicated on Schedule A), overnight courier to the address shown on Schedule A; or to the electronic mail address contained on Schedule A and shall be deemed delivered: (a) on the fourth business day after being deposited in the U.S. mails; (b) on the date transmitted by facsimile or electronic mail; or, (c) the day following delivery to the overnight courier service, respectively.

14.7 **Merger.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and replaces any prior agreements, understandings or promises relating to the subject matter hereof. This Agreement may be supplemented or amended only upon agreement of both parties in writing.

**FCI**

Forethought Consulting, Inc.

**Licensee**

Red River Parish School Board

**BY:** [Signature]

**NAME:** Alison N. Hughes

(print name of person signing)

**TITLE:** Superintendent

(print title of person signing)
SCHEDULE A

Forethought Consulting, Inc. (FCI)

Mail and Overnight Courier Address: 2223 Quail Run Drive, Suite C-1
Baton Rouge, LA 70808

E-mail: forethoughtconsulting@cox.net

Fax Number: (225) 767-6757

Customer/Licensee

Red River Parish School Board

Mail Address: Post Office Box 1369
Coushatta, LA 71019-1369

E-mail: anhughes@rrpsb.com

Fax Number: 318 932 4367

Overnight Courier Address
(if different than mailing address):
1922 Alonzo Street
Coushatta, LA 701019

License Fee $ 19,000.00

MATERIALS:

Red River Parish School Board Policy Manual
School Board Minutes, beginning January, 2017
Selected Louisiana Statutes
BESE Bulletins, which may include:

#111 The LA School, District, and State Accountability System
#118 Statewide Assessment Standards and Practices
#741 Handbook for School Administrators
#746 LA Standards for State Certification of School Personnel
#119 Louisiana School Transportation Specifications and Procedures
#1706 Regulations for Implementation of the Exceptional Children's Act
SCHEDULE B

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