ADDENDUM TO CONTRACT

This Addendum to Contract ("Addendum") is entered into by and between the Red River Parish School Board (hereinafter "School Board") and Horizon Software International, LLC (hereinafter "Vendor"). The Addendum is effective as of the 1st day of February, 2015.

During the 2014 Louisiana Legislative Session, the State of Louisiana enacted new laws governing the collection, disclosure and use of students’ personally identifiable information. The new laws require that any contracts between a school system and a third-party, who is entrusted with personally identifiable information of any student, contain the statutorily prescribed minimum requirements as to the use of personally identifiable information. In order to comply with the requirements of the new laws, this Addendum and the terms contained herein are hereby incorporated into the agreement previously entered into between Vendor and the School Board, entitled Software License and Support Agreement and dated January 30th, 2015 (the "Contract").

In accordance with La. R.S. 17:3913(F), Vendor agrees to protect personally identifiable information in a manner that allows only those individuals, who are authorized by Vendor to access the information, the ability to do so. Personally identifiable information should be protected by appropriate security measures, including, but not limited to, the use of user names, secure passwords, encryption, security questions, etc. Vendor’s network must maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access in these systems. The Vendor agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems. Vendor agrees to maintain secure systems that are patched, up to date, and have all appropriate security updates installed.

To ensure that the only individuals and entities who can access student data are those that have been specifically authorized by Vendor to access personally identifiable student data, Vendor shall implement various forms of authentication to identify the specific individual who is accessing the information. Vendor must individually determine the appropriate level of security that will provide the necessary level of protection for the student data it maintains. Vendor shall not allow any individual or entity unauthenticated access to confidential personally identifiable student records or data at any time.

Vendor shall implement appropriate measures to ensure the confidentiality and security of personally identifiable information, protect against any unanticipated access or disclosure of information, and prevent any other action that could result in substantial harm to the School Board or any individual identified by the data.

Vendor agrees that any and all personally identifiable student data will be stored, processed, and maintained in a secure location and solely on designated servers. No School Board data, at any time, will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the vendor’s designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the United States unless specifically agreed to in writing by the School Board.
Vendor agrees that any and all data obtained from the School Board shall be used expressly and solely for the purposes enumerated in the original Contract. Data shall not be distributed, used, or shared for any other purpose. As required by Federal and State law, Vendor further agrees that no data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other vendors or interested parties. Vendor shall not sell, transfer, share or process any student data for any purposes other than those listed in the Contract, including commercial advertising, marketing, or any other commercial purpose.

Vendor shall establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach. Vendor’s response plan shall require prompt response for minimizing the risk of any further data loss and any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an unauthorized release or access of personally identifiable information or other information not suitable for public release. This definition applies regardless of whether Vendor stores and manages the data directly or through a contractor, such as a cloud service provider.

Vendor shall develop a policy for the protection and storage of audit logs. The policy shall require the storing of audit logs and records on a server separate from the system that generates the audit trail. Vendor must restrict access to audit logs to prevent tampering or altering of audit data. Retention of audit trails shall be based on a schedule determined after consultation with operational, technical, risk management, and legal staff.

Vendor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Vendor and the School Board. The confidentiality obligations shall survive termination of any agreement with Vendor for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the School Board.

Vendor acknowledges and agrees that unauthorized disclosure or use of protected information may irreparably damage the School Board in such a way that adequate compensation could not be obtained solely in monetary damages. Accordingly, the School Board shall have the right to seek injunctive relief restraining the actual or threatened unauthorized disclosure or use of any protected information, in addition to any other remedy otherwise available (including reasonable attorney fees). Vendor hereby waives the posting of a bond with respect to any action for injunctive relief. Vendor further grants the School Board the right, but not the obligation, to enforce these provisions in Vendor’s name against any of Vendor’s employees, officers, board members, owners, representatives, agents, contractors, and subcontractors.

Vendor agrees to comply with the requirements of La. R.S. 51:3071 et seq. (Louisiana Database Breach Notification Law) as well as any other applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Vendor’s security obligations or other event requiring notification under applicable law, Vendor agrees to
notify the School Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the School Board and its employees from and against any and all claims, damages, or causes of action related to the unauthorized release.

In accordance with applicable state and federal law, Vendor agrees that auditors from any state, federal, or other agency, as well as auditors so designated by the School Board, shall have the option to audit Vendor’s service. Records pertaining to the service shall be made available to auditors and the School Board when requested.

Vendor agrees that if the original Contract is terminated or if the original Contract expires, Vendor shall return all data to the School Board in a useable electronic format. Vendor further agrees to erase, destroy, and render unreadable, all data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Vendor shall certify in writing that these actions have been completed within 30 days of the termination of the Contract or within seven (7) days from receipt of any request by the School Board, whichever comes first.

The terms of this Addendum shall supplement and supersede any conflicting terms or conditions of the original Contract between the Parties. Subject to the foregoing, the terms of the original Contract shall remain in full force and effect.

VENDOR

Authorized Representative of Vendor

Signature

Authorized Representative Name (Print)

Title

Company

Date

RED RIVER PARISH SCHOOL BOARD

Authorized Representative Signature

Signature

Authorized Representative Name (Print)

Title

Superintendent

Company

Date

RED RIVER PARISH SCHOOL BOARD

1-5-2015

Date
Software License and Support Agreement

This Software License and Support Agreement (this "Agreement") is entered into as of the 30th day of January, 2015 (the "Effective Date") between Red River Parish School District, a pubilc school district, having a place of business at 1922 Alonzo Street, Coushatta, LA 71019 ("You") and Horizon Software International, LLC, a Georgia limited liability company having its principal offices at 2815 Premiere Parkway, Suite #300, Duluth, Georgia 30097 ("Horizon").

1. Definitions
In addition to capitalized terms later defined herein, the following capitalized terms shall have the following meanings:

(a) "Deliverables" means the Products and the Services (as those terms are defined below).
(b) "Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the Software, as supplied by Horizon to you, including any modifications and derivative works thereof.
(c) "Error" means a substantial reproducible failure of the Software to conform to the specifications set forth in the applicable end user Documentation.
(d) "Error Correction" means either a modification or addition to, or deletion from the Software that, when made to such Software, establishes substantial conformity of such Software to the specifications therefor as set forth in the applicable end user Documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of such Error on you and is indicated by a change in the third digit of a version number, e.g. from 5.0.1 to 5.0.2.
(e) "Invoice" means an invoice issued by Horizon to you under this Agreement.
(f) "Major Release" means a revision to the Software that is not separately marketed by Horizon as indicated by a change in the first digit of a version number, e.g., from 4.0.0 to 5.0.0.
(g) "Minor Release" means a revision to the Software which is not separately marketed by Horizon as indicated by a change in the second digit, e.g., from 4.0.0 to 4.1.0.
(h) "Products" means the Software, Documentation and any hardware purchased by you from Horizon (the "Hardware").
(i) "Release" means either a Major Release or a Minor Release.
(j) "Services" means the Support Services, Training Services, Installation Services, Additional Services (if any are ordered by you), and any other services provided by Horizon to you.
(k) "Software" means the program with which this license is distributed.
(l) "Users" mean your employees who are permitted to use the Software as described in Section 2 below.
(m) "You" or "you" means the hospital, retirement community, college, university, school district, corporation, partnership, limited liability company, limited partnership or other entity or individual who has been invoiced and purchased the Software.

2. License of Software
2.1. Subject to the terms and conditions of this Agreement, including, without limitation, the payment of any License Fees and any additional restrictions set forth on the applicable Invoice for the Software, Horizon hereby grants to you a non-exclusive, non-transferable license during the Initial Term and any Renewal Terms

(a) to use, and allow Users to use, the Software in executable code form only, with the number of copies designated on the Invoice, for your internal, in-house purposes only to process your data for transaction and reporting purposes;
(b) to make a single copy of the Software solely for backup or archival purposes and not for operational use; and
(c) to use the Documentation as reasonably necessary for your internal use related to the Software license granted under subsection (a) above.

2.2. You may only install the copy of the Software on a single server which may be accessed and used by Users via LAN workstations owned or leased by you. A copy of the Software shall be considered in "use" (i) when it is loaded into the temporary memory (i.e., RAM) of a computer, or (ii) when it is installed into the permanent memory (e.g., hard disk or CD-ROM) of a computer.
2.3. Horizon employs authorization devices that enable the use of the Software ("Registration Codes"). Upon delivery, Horizon will supply you with a temporary Registration Code. Upon full payment of the fees invoiced to you by Horizon, Horizon will supply you with a corresponding permanent Registration Code. Horizon administers the generation and distribution of the Registration Codes, which administration may be modified by Horizon from time to time. You shall not modify any Registration Code or other security device used by Horizon to protect the Software or attempt to bypass or circumvent such Registration Code.

3. Reservation of Rights
Horizon reserves all rights not expressly granted herein. You and Users may use the Software and Documentation only to process your own data and may not (i) use, or permit any third party to use, the Software or Documentation for time-sharing, rental, or service bureau purposes; (ii) copy, modify, sublicense, distribute, transfer, transmit, translate, the Software or Documentation; or (iii) reverse engineer, decompile, disassemble or obtain possession of any source code or other technical material relating to the Software except only and to the extent otherwise permitted by applicable law. In no event will any User have any right whatsoever to sublicense, distribute, transfer, transmit or otherwise make available any Software or Documentation or such User's use thereof. You shall not remove any proprietary notices on the Software and Documentation and shall affix all proprietary notices affixed to the original Software and Documentation delivered to you to all copies of the Software and Documentation permitted to be made hereunder.

4. Installation Services
If purchased by you and as set forth on an Invoice, Horizon will deliver the Software to you and install and configure such Software at your location(s) ("Installation Services"). If you purchase Hardware from Horizon, Installation Services may include installation of Hardware as well. The date that Horizon completes the foregoing Installation is referred to as the "Installation Date." All other quoted Installation dates, including dates related to terms such as "installation," "completion of training" and "live," if any, are estimates only.

5. Training Services
If purchased by you and as set forth on an Invoice, Horizon will provide training in the technical skills which will enable attendees to use the Software through in-house training classes which are periodically held at Horizon's facilities or at other locations as Horizon and you may agree ("Training Services"). In consideration of payment of the training fees associated with the Training Services set forth on an Invoice, you are entitled to receive the number of days of Training Services for the number of designated Users as indicated on the Invoice. You shall be solely responsible for all transportation, lodging, meals or any other expenses incurred by your Users attending such Training Services.

6. Warranty
Horizon warrants that for a period of ninety (90) days after the delivery date of the Software to you, the Software shall operate substantially in conformance with its Documentation. During such period, and as the sole and exclusive remedy under the warranty provided in this Section, Horizon will use reasonable commercial efforts to correct any Error in the Software in accordance with its Support Services terms set forth below. Horizon shall not be responsible for correcting errors resulting from causes set forth in Section 7.4 below.

7. Support Services
During the term of the Agreement, and subject to the terms and conditions hereof, Horizon agrees to provide to you the following support services with respect to the Software (collectively, the "Support Services");
7.1. Horizon shall provide you technical assistance by telephone with the installation and use of the Software, the identification of Software problems, and the reporting of Errors. Horizon will respond to phone calls from Support Contacts (defined below) pursuant to the terms of Exhibit A attached hereto and made a part hereof by this reference. You shall designate in writing to Horizon no more than two (2) technical contacts to request and receive telephone support services from Horizon as set forth below ("Support Contacts").
7.2. Horizon will use reasonable commercial efforts to correct all Errors. Upon delivery of an Error Correction, such Error Correction shall be considered to be a part of the Software.
7.3. Horizon shall make available to you from time to time each Minor and Major Release of the Software that Horizon makes generally available without additional charge to its customers who have paid for software support for such Software and which is intended to replace a prior Release. Prior Releases that are two (2) Releases behind the current generally available Release will be retired six (6) months after the availability of that current Release. In all events, however, telephone support services are provided by Horizon to you with respect to questions regarding the "how-to" use a retired Release of the Software for six (6) months following its retirement.

7.4. Horizon shall not be responsible for (a) correcting Errors resulting from misuse, negligence, revision, modification, or improper use by you or any other person or entity of the Software or any portion thereof; (b) software or hardware other than the Software (or Hardware, to the extent you have purchased maintenance services for the Hardware specified in an Invoice); (c) failure by you to Install mandatory Error Corrections or Releases provided to you by Horizon from time to time (d) support services or error correction for retired Releases except to the extent provided above; or (e) Software (i) installed on any equipment other than that possessing the minimum requirements set forth in the Documentation or (ii) used with any software not specified in the applicable end user Documentation. In the event Horizon provides support for support claims by you arising from the foregoing, such services shall be billed to you as Additional Services (defined below).

8. Additional Services
You may request and Horizon may provide, subject to Horizon's agreement and the availability of Horizon personnel, additional services related to the Software and Hardware that are not identified on your invoice (the "Additional Services"). The Additional Services shall be charged to you at Horizon's then current time and materials charges, together with the cost of any additional or replacement hardware or other components provided in connection with such Additional Services. All on-site support services provided by Horizon are billed as Additional Services. No Additional Services will be started or performed by Horizon until the costs of such Additional Services are provided and agreed to in writing by You.

9. Fees, Expenses, and Payment
9.1. You shall pay the fees for the Software ("License Fees") in the amounts and in accordance with the Invoices presented to you. License Fees are billed upon installation or delivery and payment is due within thirty (30) days of the invoice date.
9.2. You shall pay the fees for the Hardware in the amounts and in accordance with the Invoices presented to you. Hardware is billed upon shipment and payment is due within thirty (30) days from the invoice date. If you decide to return the Hardware or any portion thereof, there will be a twenty percent (20%) restocking fee due plus any applicable shipping and handling costs. Hardware returns will not be accepted after thirty (30) days from the delivery date.
9.3 You shall pay to Horizon the fees for Support Services ("Maintenance Fees") in accordance with the Invoices presented to you. Maintenance Fees are payable annually in advance of April 1st each year ("Maintenance Anniversary Date"). In the event that additional software is added to the definition of Software during the year, then Maintenance Fees for such additional Software shall be prorated on a daily basis for the remainder of the year. Payments for additional Software shall be due and payable upon installation of such Software at your site. Horizon reserves the right to increase the annual fees for maintenance services each year; however any increase in pricing over the prior twelve month period may not exceed three percent (3%) or the percentage change in the CPI over the prior twelve month period whichever is greater. "CPI" shall mean the US Consumer Price Index, U.S. City Average for all items base period (1982-84=100).
9.4 You shall pay Horizon the fees for Training Services (if you have ordered such) and Installation Services in accordance with the Invoices presented to you ("Training, Installation and Setup Fees"). Training, Installation and Setup Fees are billed upon completion and payment is due within thirty (30) days from the invoice date.
9.5 You shall reimburse Horizon for all costs and expenses, including without limitation, reasonable travel expenses (including transportation and lodging) ("Expenses") reasonably incurred in rendering on-site Services to you.
9.6 You agree to pay all fees as set forth in the applicable Invoice presented to you for the Deliverables (the "Fees"). All such Fees and Expenses shall be paid within thirty (30) days after the date of the invoice for same.
9.7 All Fees and Expenses payable to Horizon under this Agreement are net amounts to be received by Horizon, exclusive of all sales taxes, value added taxes, assessments, and similar taxes and duties (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by you or otherwise due as a result of this Agreement. You shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on Horizon's income.

9.8 Interest may be charged by Horizon on overdue amounts not paid to Horizon as provided hereunder at the rate of ONE AND ONE-HALF PERCENT (1-1/2%) per month or the maximum amount allowed by law, whichever is less, commencing with the date payment was due.

10. Your Obligations
10.1 You shall not load or operate any computer software on the computer that runs the Software if such software would conflict with or interfere with the use or performance of the Software.
10.2 You shall be solely responsible for (a) procuring all computer hardware, peripherals, device drivers, third party operating systems, and other third party software which may be required to operate the Software, other than the Hardware; (b) the compatibility of your computer hardware, peripherals, device drivers, third party operating systems, and other third party software with the Software and/or Hardware; (c) providing a safe and suitable location for installation, use, and operation of the Software in accordance with any instructions that may be reasonably specified by Horizon; (d) providing the local area network infrastructure, cabling, and all cabling services in preparation for the installation of the Software and/or Hardware; (e) providing and maintaining the appropriate environment for operating the Software and maintaining back-up and disaster recovery facilities; and (f) except to the extent provided by Horizon as a part of Installation Services, all data entry and loading of your data and maintaining daily back-up or archival copies thereof.
10.3 You shall ensure that all Support Contacts and any of your employees who are responsible for the operating and managing the Software or any other activities related to Software have received Horizon's Training Services. In the event a Support Contact is appointed who is not trained by Horizon Training Services, you agree to notify Horizon in writing promptly thereof and purchase Training Services for such Support Contact.
10.4 You shall provide to Horizon broadband access to the Software. You, at your expense, shall provide the necessary modem or other hardware and shall license and install such remote access software reasonably specified by Horizon for the purposes of providing such broadband access. Upon the reasonable request of Horizon, you shall provide Horizon with access to all locations at which the Software is installed.
10.5 Horizon strongly encourages you to keep proper backups of your data and program files. In addition to any other liability limitations set forth in this Agreement, Horizon shall not be responsible for any loss of your data, "downtime", loss or corruption of other software program files, whether arising in contract, tort, negligence, strict liability, products liability, or otherwise.

11. Indemnification
11.1 Horizon will indemnify, defend and hold harmless you from and against any and all losses, costs, expenses (including attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by you arising out of claims that the Software infringes a U.S. copyright or trade secret. The right of indemnification set forth in this Section only applies if the alleged infringement or misappropriation is not caused by or contributed to by (i) modifications to Software made by you or any other third party; (ii) third party software, whether or not provided by Horizon; (iii) the combination, operation or use of the Software with any software, equipment, data or other materials except those provided by Horizon under this Agreement; (iv) use of Software: (A) with equipment other than that possessing the minimum requirements set forth in the Documentation or (B) in any way except in accordance with this Agreement and the Documentation; or (v) your failure to implement Horizon-provided updates, fixes or patches to the Software that would otherwise avoid the applicable infringement or misappropriation. In the event of such a claim, Horizon will have the option, in Horizon's sole discretion, to (i) replace the Software, (ii) modify the Software to make it non-infringing, or (iii) terminate the license to the Software and refund all license fees paid to Horizon by you for same after deduction of an appropriate charge for depreciation based on use by you prior to such removal, and you shall have no other recourse against Horizon. This Section 11.1 represents Horizon's sole obligation and your exclusive remedy for any claim of infringement.
11.2 Intentionally Omitted.
11.3. The rights of a party under this Section 11 to be indemnified shall be subject to all of the following: (a) the indemnified party (the "Indemnitee") must notify the Indemnifying party (the "Indemnitor") in writing promptly upon learning that such claim has been or may be asserted, (b) the Indemnitor shall have sole control over the defense of such claim and any negotiations for the settlement or compromise thereof, and (c) the Indemnitee shall provide reasonable assistance and cooperation to the Indemnitor to facilitate the settlement or defense of any such claim.

12. Term and Termination

12.1 Unless sooner terminated as provided in Section 12.2, (a) the term of this Agreement will commence on the Effective Date and continue in effect for an initial period which ends on the following Maintenance Anniversary Date ("Initial Term"), and (b) the term of this Agreement will automatically renew for additional terms of one (1) year (each a "Renewal Term"), unless either party provides written notice to the other party at least sixty (60) days prior to the end of the then-current term of its intent not to renew the term of this Agreement. After the Initial Term, Horizon may adjust the Maintenance Fees for subsequent periods as a condition of the renewal of the term.

12.2 Termination. This Agreement may be terminated at any time upon the giving of written notice:

(i) By either party in the event that the other party (A) with respect to default of any payment obligations or obligations under Section 19 hereof, fails to remedy, or (B) with respect to all other obligations, fails to commence remedying any default under this Agreement for a period continuing more than thirty (30) days after the aggrieved party shall have given the other party written notice specifying such default; or

(ii) By Horizon in the event that you make an assignment for the benefit of creditors, or commence or have commenced against you any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

12.3 Upon termination of this Agreement for any reason, (a) you shall immediately return to Horizon all property of Horizon or its suppliers, including, but not limited to, the Software, and all copies thereof, and the "Proprietary Information" (as defined in Section 13) of Horizon and (b) all rights and licenses granted by Horizon hereunder to you shall immediately cease.

12.4 Upon termination of this Agreement, Sections 3, 9, 11, 12, 13-19, and 22 of this Agreement shall survive termination of this Agreement.

12.5 Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other. In the event of termination under this paragraph, no further payments will be due except payment for services performed up to the date of termination.

13. Confidentiality

13.1 In the performance of this Agreement, either party may disclose to the other certain Proprietary Information. For the purposes of this Agreement, "Proprietary Information" means information that is of value to its owner and is treated as confidential. Proprietary Information includes, without limitation, all non-public information pertaining to the Deliverables.

13.2 Both parties acknowledge and agree that the Proprietary Information shall remain the sole and exclusive property of the disclosing party or a third party providing such information to the disclosing party. The receiving party agrees to hold the Proprietary Information disclosed by the other party in strictest confidence and not to, directly or indirectly, copy, use, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information for any purpose whatsoever other than as expressly provided by this Agreement. The disclosure of the Proprietary Information does not confer upon the receiving party any license, interest, or rights of any kind in or to the Proprietary Information, except as expressly provided under this Agreement. Subject to the terms set forth herein, the receiving party shall not disclose the Proprietary Information to a third party without the written consent of the disclosing party and shall protect the Proprietary Information of the disclosing party with the same degree of protection and care the receiving party uses to protect its own Proprietary Information, but in no event less than reasonable care. Notwithstanding the foregoing, Horizon may disclose this Agreement to its investors, proposed investors, and assignees or proposed assignees that are subject to confidentiality restrictions similar to the provisions set forth in this Section.

13.3 Nothing in this Section shall prohibit or limit the receiving party's use of Information if (i) at the time of disclosure hereunder, such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the
receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information; (v) the receiving party can demonstrate the information was developed by or for it independently without the use of such information; or (vi) it is Proprietary Information which, five (5) years after the term of this Agreement is not considered a "trade secret" under applicable law. If disclosure is required under applicable law or regulation, the receiving party shall notify the disclosing party and provide assistance in obtaining an appropriate protective order.

14. WARRANTY DISCLAIMER
Except as expressly provided in this Agreement, neither Horizon nor any third party suppliers make any warranties, representations, conditions, or guarantees, whether express or implied, arising by law, custom, oral or written statements, or otherwise, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, noninfringement, or of error free and uninterrupted use, all of which are hereby excluded and disclaimed in all respects.

15. LIMITATION OF LIABILITY
15.1 In no event will Horizon, its subsidiaries, associated companies, or suppliers, be liable to you or any users under this Agreement or otherwise, regardless of the form of claim or action, in an amount that exceeds the total fees received by Horizon under this Agreement during the twelve (12) months immediately preceding the event which gave rise to such claim.
15.2 In no event will Horizon, its subsidiaries, associated companies, or suppliers, be liable to you or any users for special, consequential, exemplary, incidental, or indirect damages or costs (including legal fees and expenses) or loss of goodwill or profit in connection with the supply, use or performance of or inability to use the Deliverables or in connection with any claim arising from this Agreement or the use of the Deliverables, regardless of the form of claim or action, even if Horizon, its subsidiaries, associated companies, or suppliers, has been advised of the possibility of such damages or costs.
15.3 Without limiting the foregoing, you agree that neither Horizon nor any of its officers, directors, agents, or employees shall have any liability for errors or omissions in the output of the Software whether such errors or omissions are caused by errors or inaccuracies in the conversion of data as inputs to the Software, in the transmission of such data, or in the display of such data, or otherwise.
15.4 You acknowledge and agree that the allocation of risks provided in this Agreement are reflected in the Fees and other charges provided hereunder and are reasonable and appropriate under the circumstances and that Horizon cannot control the manner in which and the purpose for which you shall use the Software.

16. Ownership
Horizon and its suppliers expressly retain title and ownership to all worldwide intellectual property rights, including without limitation, design, trade secrets, know-how, patent rights, trademarks, service marks and copyrights in and to the Deliverables (other than purchased Hardware), source code of the Software, Documentation and any modifications, adaptations, derivative works, and enhancements made thereto. Customer hereby waives any claim that it may have had or has to title and ownership of intellectual property rights in and to the Deliverables (other than purchased Hardware), source code of the Software, Documentation and Proprietary Information, and any modifications, adaptations, enhancements, or derivative works made by or under the direction of Horizon or Customer.

17. Remedies
Without limiting the materiality of any other term, you acknowledge that each provision in this Agreement providing for the protection of Horizon's copyrights, Proprietary Information and other proprietary rights is material to this Agreement. You agree that any threatened or actual breach of Horizon's copyrights, Proprietary Information or other proprietary rights by you shall constitute immediate, irreparable harm to Horizon for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring Horizon to post any bond or any other security. Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.
18. Compliance
You will strictly comply with all applicable laws and regulations relating in any way to the use of the Deliverables, including, but not limited to, obtaining licenses or permits and any other government approval.

19. Governing Law and Venue
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA WITHOUT REGARD TO ITS RULES GOVERNING CONFLICTS OF LAW. Jurisdiction and venue over any dispute arising out of or related to this Agreement shall be brought in the 39th Judicial District Court for the Parish of Red River.

20. Relationship of the Parties
Nothing in this Agreement shall be deemed to constitute a partnership between the parties or be deemed to constitute one party as agent of the other.

21. Severability
If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other.

22. Non-Solicitation
During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, you agree not to: (a) knowingly solicit or otherwise induce or encourage any employee of Horizon to terminate his/her employment with Horizon or (b) hire, employ or otherwise engage any person known by you to be an employee or former employee of Horizon.

23. Government Contracts
The following applies to all acquisitions of the Deliverables by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government. The Deliverables provided to you hereunder are "commercial items" as that term is defined at 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212 and other applicable acquisition regulations and are provided to you only as a commercial item. Consistent with 48 CFR 12.212, 48 CFR 227.7102, and 48 CFR 227.7202, all U.S. Government End Users, if any, acquire the Software and its associated Documentation with only those rights and subject to the restrictions set forth in this Agreement. Notwithstanding the foregoing, the Deliverables may not be acquired by the U.S. Government pursuant to a contract incorporating clauses prescribed by 48 CFR 27.4, 48 CFR 227.71 or 48 CFR 227.72. Contractor/manufacturer is Horizon Software International, LLC, 2915 Premiere Parkway, Suite #300, Duluth, GA 30097.

24. Waiver
A waiver by either party of any breach shall not be construed to be a waiver of any other breach.

25. Force Majeure
Neither party shall be liable to the other party for any failure to perform any of its obligations (except for your payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control.

26. Notices
All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery with receipt obtained, or by recognized courier, properly prepaid and sent to the Horizon at 2915 Premiere Parkway, Suite #300, Duluth, GA 30097 and to you at the address at which you are Invoiced. All such communications shall be deemed received by the other party upon actual delivery or refusal. By written communication, either party may designate a different address for purposes hereof.
27. Entire Agreement
This Agreement shall constitute the entire Agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements and/or understandings between the parties. This Agreement may not be amended, modified, supplemented, or deviated from except by a writing executed by an authorized employee of you and Horizon. In the event of a conflict between the terms of this Agreement and an Invoice, the terms of this Agreement shall control. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives as of the dates set forth below:

Red River Parish School District
By: __________________________
Name: Ray J. Easley
Title: Superintendent
Date: January 1, 2015

Horizon Software International, LLC
By: __________________________
Name: Jason Haig
Title: VP of Finance
Date: 3/1/15
Exhibit A – Service Level Specifications

Horizon's required response times and resolution will vary based on the severity of the problem faced by the client and the time of day in which the client's problem occurs. Horizon's hours of operation are Monday through Friday 6:00AM to 6:00PM Eastern Standard Time. Outside of those hours, a Horizon Product Engineer is available via phone to support any issues that may arise.

Horizon's required response and resolution times are as follows:

<table>
<thead>
<tr>
<th>Priority Code</th>
<th>Client Impact</th>
<th>Initial Contact with Support Contact</th>
<th>Resolution Time for Errors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Business Halted/Critical</td>
<td>These are worked immediately as they come in with a maximum of two hour initial response time</td>
<td>Provides a temporary work around by the start of the client's next business day or 72 hours after initial report time, whichever is sooner. Diligently pursue Error Correction and provide within no later than 90 days after initial report time.</td>
</tr>
<tr>
<td>Level 2</td>
<td>Business Impacted/High</td>
<td>Within 4 hours initial response time</td>
<td>Provide a temporary work around within 10 business days after the initial report time. Make commercially reasonable efforts to pursue Error Correction and provide no later than next release or 120 days after reporting of the Error, whichever is longer.</td>
</tr>
<tr>
<td>Level 3</td>
<td>Non-Critical Request/Low</td>
<td>Within 1 business day initial response time</td>
<td>Provide Error Correction on a mutually agreed upon date. Provided that the date will be no earlier than the next release or 180 days after reporting of the Error, whichever is longer.</td>
</tr>
</tbody>
</table>

Explanation of Priority Codes:

Level 1: Business Halted: a problem with the Software that prevents the client's ability to complete critical business functions. In these cases, troubleshooting is done over the phone with a Support Contact. If an on-site visit is deemed necessary, the client will be responsible for all travel, lodging and related expenses.

Examples:
- Software system is down
- Hardware is not responding
- Server not operating
- Database corrupted
- Remote Devices, POS terminals or workstations not operating
- Error message(s) on server, manager's machine or POS terminals, which reflect an error that will halt the client's or its customer's business

Level 2: Business Impacted: non-critical issues or questions that affect a person or group at the client site. A workaround has been identified so the person or group can use the system to perform their job. Troubleshooting is done over the phone.

Examples:
- Reports get error message
- Backup problem

Level 3: Non-Critical/Request: issues or questions that need a response, but are not time critical. Support Contacts requesting information/action that is not urgent.

Horizon contact information for support services:

Phone: (770) 554-6353 or (800) 741-7100