

*I-Suite
License Agreement*

I-SUITE END-USER

I-SUITE LICENSE AGREEMENT

between

GG Consulting, LLC ("Licensor") having a principle place of business at 175 Pawnee Drive, Boulder, Colorado 80303 and **Keller ISD** ("Licensee" or "You").

LICENSOR'S PROGRAM IS COPYRIGHTED AND LICENSED (NOT SOLD). LICENSOR DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PROGRAM TO YOU. YOUR LICENSE OF THE LICENSED PROGRAM BEGINS AFTER YOU HAVE EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF LICENSOR HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY YOU.

1. **"Licensed Program"** means one or more of the following modules constituting Licensor's **"I-Suite"**: "Special Education Manager", "Special Education Manager Administrative/Report Utility", "Special Education Manager Spanish", "electronic Student Behavior Intervention Planner (eS-BIP)", "Student Services and Medicaid Manager (SM)²", "Student Assistance Administration System (SA)²", and/or "Texas Test Results Reader (TR)²", a database including tables, sub-tables, queries, forms, reports, macros, and modules designed to operate with the Microsoft Access and/or MS SQL/MYSQL database management system. The Licensed Program assists the customer in meeting district and state early intervention, state Medicaid agency, and special education program requirements. To use the Licensed Program you need the following:
 - 1.1. Server(s)
 - 1.1.1. Internal dedicated server or server provided by I-Suite ASP with Windows 2003 Server or higher operating system software and other server software based on GG Consulting, LLC specifications.
 - 1.1.2. Service for adequate and continuous Internet connectivity if I-Suite is provided under the Application Service Provider (ASP) option described in Exhibit I.
 - 1.2. Workstation(s)
 - 1.2.1. A compatible personal computer with;
 - 1.2.2. A hard disk with 10 megabytes of free space;
 - 1.2.3. A mouse or other compatible pointing device;
 - 1.2.4. A compatible display;
 - 1.2.5. Enough memory to manage a compatible Windows (95 or above) or MacIntosh (OS 8 or above) operating system;
 - 1.2.6. Compatible browser, remote desktop, or Citrix client installed depending on the configuration selected, and a current version of Acrobat Reader.

The Licensed Product incorporates the relational database management system "Access" in runtime format and/or Microsoft SQL. Access and MS SQL are proprietary products of Microsoft Corporation, which has made the Access and MS SQL software available under license to **GG Consulting, LLC**. Use of Access and MS SQL are subject to all of the terms and conditions of this Agreement.

2. **License.** In consideration of the payment of the license fees set forth herein, Licensor grants you a nonexclusive, non-assignable and nontransferable license to use selected **"I-Suite"** software and data and related materials, including documentation and listings,

identified in Exhibits A through I, which together constitute the "Licensed Program," subject to the following terms and conditions.

3. **Scope of Rights.** You may:
 - 3.1. Install the Licensed Program or copies of the Licensed Program on all computers that you own or lease;
 - 3.2. Use and execute the Licensed Program for purposes of serving your internal needs;
 - 3.3. In support of your authorized use of the Licensed Program, physically transfer the Program from one computer to another; store the Licensed Program's machine-readable instructions or data on a temporary basis in memory of such computer system as necessary for such use, and copy the Licensed Program for installation in accordance with paragraph 3.1 of this Agreement; and
 - 3.4. Make one copy of the Licensed Program in machine-readable, object code form, for nonproductive backup purposes only, provided that Licensor's proprietary legend is included.
4. **Fees and Payments.** The license fee for each module of the Licensed Program and service is specified in Exhibits A through I. You must pay this amount directly to Licensor upon installation of the Licensed Program. No other fees will be charged for said license beyond the first year.

Licensor reserves the right to change its support and maintenance fees on ninety (90) days advance notice (to apply on a prospective basis only). Licensor agrees that maintenance fees will not increase more than 10% in any given 12-month period.

All fees are payable at the sooner of: (i) the beginning of each month or (ii) upon Licensor's sending of an invoice therefore.

5. **Support.** Licensor shall support the Licensed Program and services in the manner specified in Exhibit A through I during the warranty period. However, Licensor offers support only for the most current version of the Licensed Program issued by Licensor from time to time, so you must make sure to obtain and substitute or incorporate all new releases or fixes issued by Licensor pursuant to its warranty and support programs during the warranty period or pursuant to a separate SOFTWARE MAINTENANCE AGREEMENT through which updates may be available after the warranty period. Additional support is available by entering into a separate SOFTWARE MAINTENANCE AGREEMENT with Licensor.
6. **Your Responsibilities.** You are responsible for selecting operators who are qualified to operate the Licensed Program on your own equipment and who are familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. Licensor reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Program.

The Licensed Program is designed for use with the peripheral equipment and accessories specified in paragraph 1 of this Agreement. Except as agreed otherwise in writing (i.e., under the ASP option described in Exhibit I), Licensor assumes no responsibility under this Agreement for obtaining or providing such equipment. You are also responsible for providing a proper environment, operating system, and utilities for the computer system on which the Licensed Program will operate.

Except as agreed otherwise in writing, Licensor assumes no responsibility under this Agreement for converting your data files for use with the Licensed Program.

7. **Proprietary Protection and Restrictions.** Licensor shall have sole and exclusive ownership of all rights, titles, and interests in and to the Licensed Program and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to you herein by Licensor. This Agreement does not provide you with title or ownership of the Licensed Program, but only a right of limited use. You must keep the Licensed Program free and clear of all claims, liens, and encumbrances.

You may not use, copy, modify, or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor. You may not reverse assemble, reverse compile, or otherwise translate the Licensed Program. Your rights may not be transferred, leased, assigned, or sublicensed. You may not install the Licensed Program in any other computer system or use it at any location outside of Customer's district or district cooperative if appropriate, without Licensor's express authorization obtained in advance (which will not be unreasonably withheld). If you use, copy, or modify the Licensed Program or if you transfer possession of any copy, adaptation, transcription, or merged portion of the Licensed Program to any other party in any way not expressly authorized by Licensor, your license is automatically terminated.

You hereby authorize Licensor to enter your premises in order to inspect the Licensed Program in any reasonable manner, during regular business hours **and after reasonable prior notice**, verify your compliance with the terms hereof.

You acknowledge that, in the event of your breach of any of the prohibitions against the restrictions of copying, modifying, or distributing the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, Licensor will not have an adequate remedy in money or damages. Licensor's right to obtain injunctive relief, as outlined by Texas State law, shall not limit its right to seek further remedies.

8. **Limited Warranty and Limitation of Liability.** Licensor warrants for a period of 6 months, **after the Licensed Program has been installed and fully implemented**, for your benefit alone, that the Licensed Program conforms in all material respects to the specifications for the current version of the Licensed Program module set forth at Exhibits A through H. This warranty is expressly conditioned on your observance of the operating, security, and data-control procedures set forth in the User's Manual included with the Licensed Program.

Licensor is not responsible for obsolescence of the Licensed Program that may result from changes in your requirements. The foregoing warranty shall apply only to the most current version of the Licensed Program issued by Licensor from time to time. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program.

As your exclusive remedy for any material defect in the Licensed Program for which Licensor is responsible, Licensor shall attempt through reasonable effort to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Licensor does not correct or cure such nonconformity or defect after it has had a reasonable opportunity to do so, your exclusive remedy shall be the refund of the amount

paid as the license fee and a prorated portion of any maintenance fee paid to date. Licensor shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Program if you have made any changes whatsoever to the Licensed Program, if the Licensed Program has been misused or damaged in any respect, or if you have not reported to Licensor the existence and nature of such nonconformity or defect promptly upon discovery thereof.

Licensor represents and warrants ownership and the copyright of the Licensed Program. The cumulative liability of Licensor under this warranty is subject to the limitations of section 8.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR SHALL HAVE NO LIABILITY FOR THE LICENSED PROGRAM OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY.

The cumulative liability of Licensor to you for all claims relating to the Licensed Program and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all license fees paid to Licensor hereunder. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Licensor shall have no liability for loss of data or documentation, it being understood that you are responsible for reasonable backup precautions, except as described in Exhibit I, ASP.

In no event shall Licensor be liable for any loss of income or profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against you, even if Licensor has been advised of the possibility of such claims or demands. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

9. **Term of Agreement; Termination.** Your license of the Licensed Program shall become effective upon delivery of the Licensed Program to you and shall continue until terminated as provided herein.

Upon termination of this Agreement or the termination of this Agreement as it relates to a particular Licensed Program module, all rights granted to you will terminate and revert to Licensor. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of your possession or use of the Licensed Program, you must return or destroy, as requested by Licensor, all copies of the Licensed Program in your possession (whether modified or unmodified), and all other materials pertaining to the Licensed Program (including all copies thereof). You agree to certify your compliance with such restriction upon Licensor's request.

10. **Miscellaneous.** The validity, interpretation, and construction of the Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas. The parties agree that the **state** courts of Tarrant **County**, Texas, shall be the appropriate venues for actions relating to this Agreement and hereby consent to jurisdiction of such courts.

No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.

Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed.

In the event that any of the terms of this Agreement are or become or are declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF LICENSOR'S OBLIGATIONS AND RESPONSIBILITIES TO YOU AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF LICENSOR RELATING TO THE SUBJECT MATTER HEREOF.

This license agreement applies to the following License Program modules and services: (Please check all that apply for this license for your district or cooperative).

Special Education Manager (Exhibit A)

Administrative/Report Utility (Exhibit B)

Special Education Manager Spanish (Exhibit C)

Student Services and Medicaid Manager (SM)² (Exhibit D)

electronic Student Behavior Intervention Program (eS-BIP) (Exhibit E)

Student Assistance Administration System (SA)² (Exhibit F)

Texas Test Results Reader (TR)² (Exhibit G)

Student Information System Linkage (Exhibit H)—**Download Only**

I-Suite ASP (Exhibit I)

Accepted and Approved:

[Licensee]

[Licensor]

By: _____

By: _____

Title: _____

Title: Managing Director, *GG Consulting, LLC*

Date: _____

Date: _____

EXHIBIT A-Special Education Manager

Description: Comprehensive special education records management system.

1. Location of licensee's facility (installation sites): Keller ISD.
2. License fee.
 - 2.1. Initial License fee is based upon the number of students identified in your most recent Federal Count as follows:

1-500 students	\$25/student
501-1000 students	\$20/student
1001 or higher	\$15/student

(less any discounts indicated on the price estimate)
3. Warranty Period Support. During the warranty period Licensor agrees to basic maintenance services in support of the Licensed Program. Basic maintenance services shall consist of:
 - 3.1. Updating the Licensed Program to reflect current changes in State and Federal Legislation.
 - 3.2. Maintaining compatibility with other users of the Licensed Program within the Customer's state.
 - 3.3. Quarterly pull-down menu updates.
 - 3.4. Form modifications as required to meet state guidelines.
 - 3.5. Error Correction. Licensor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Licensor in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
 - 3.6. Telephone Hot-line. Licensor shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Licensed Program. The Hot-line will be closed on all official Texas state holidays.
4. Projected date for implementation of the Licensed Program is 5/21/2008.

EXHIBIT B-Special Education Manager Administrative/Report Utility

Description: Utility that includes additional reports, a custom report builder, and record management features that support the implementation of Special Education Manager.

1. Location of licensee's facility (installation sites): Keller ISD.
2. License fee.
 - 2.1. Initial License fee is a one-time license fee of \$500
3. Warranty Period Support. During the warranty period Licensor agrees to basic maintenance services in support of the Licensed Program. Basic maintenance services shall consist of:
 - 3.1. Updating the Licensed Program to reflect current changes in State and Federal Legislation.
 - 3.2. Maintaining compatibility with the current version of Special Education Manager
 - 3.3. Error Correction. Licensor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Licensor in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
 - 3.4. Distribute the License Program in a timely manner to support effective implementation of Special Education Manager.
 - 3.5. Telephone Hot-line. Licensor shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Licensed Program. The Hot-line will be closed on all official Texas state holidays.
4. Projected implementation date is **5/21/2008**.

EXHIBIT C-Special Education Manager Spanish

Description: Includes Spanish translations of all Special Education Manager forms in both PDF and MS Word format. It also includes Spanish translation of GG Consulting, LLC IEP goals and objectives..

1. Location of licensee's facility (installation sites): Keller ISD.
2. License fee.
 - 2.1. Initial License fee is based upon the number of students identified in your most recent Federal Count as follows:

1-500 students:	\$400
501 – 1000 students:	\$700
1001+ students:	\$1,000
3. Warranty Period Support. During the warranty period Licensor agrees to basic maintenance services in support of the Licensed Program. Basic maintenance services shall consist of:
 - 3.1. Maintaining compatibility with the current version of Special Education Manager
 - 3.2. Error Correction. Licensor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Licensor in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
 - 3.3. Distribute the License Program in a timely manner to support effective implementation of Special Education Manager.
 - 3.4. Telephone Hot-line. Licensor shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Licensed Program. The Hot-line will be closed on all official Texas state holidays.

EXHIBIT D- Student Services and Medicaid Manager

Description: Student Services and Medicaid Manager (SM)2 includes two components:

Student Services Manager: A system for districts to efficiently and effectively provide and track ARD services and address IDEA 2004 requirements.

Medicaid Manager: A system to manage and file eligibility requests and claims directly to Texas Medicaid Health Provider (TMHP) for Medicaid Reimbursement. The Medicaid Manager links to Student Services Manager and ARD information to help verify that "Informed Consent" exists for claims, and that claims sent in for reimbursement address what has been prescribed in the ARD.

1. Location of licensee's facility (installation sites): Keller ISD.
 2. License fee.
 - 2.1. The Annual License fee is based upon the number of students identified in your most recent Federal Count as follows:

1-500 students	\$6/student
501-1000 students	\$5/student
1001 or higher	\$4/student
- (less any discounts indicated on the price estimate)
3. Maintenance and Support. The Licensor agrees to basic maintenance services in support of the Licensed Program. Basic maintenance services shall consist of:
 - 3.1. Updating the Licensed Program to reflect current changes in State and Federal Legislation and state Medicaid requirements.
 - 3.2. Maintaining compatibility with other users of the Licensed Program within the Customer's state.
 - 3.3. Maintaining linkages to other I-Suite modules
 - 3.4. Quarterly pull-down menu updates.
 - 3.5. Form modifications as required to meet state guidelines.
 - 3.6. Error Correction. Licensor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Licensor in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
 - 3.7. Telephone Hot-line. Licensor shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Licensed Program. The Hot-line will be closed on all official Texas state holidays.

EXHIBIT E- electronic Student Behavior Intervention Program

1. Location of licensee's facility (installation sites): Keller ISD.
2. License fee.
 - 2.1. Initial License fee is based upon the number of students identified in your most recent Federal Count as follows:

1-500 students	\$9/student
501-1000 students	\$6/student
1001 or higher	\$5/student

(less any discounts indicated on the price estimate)
3. Warranty Period Support. During the warranty period Licensor agrees to basic maintenance services in support of the Licensed Program. Basic maintenance services shall consist of:
 - 3.1. Updating the Licensed Program to reflect current changes in State and Federal Legislation.
 - 3.2. Maintaining linkages to other I-Suite modules.
 - 3.3. Maintaining compatibility with other users of the Licensed Program within the Customer's state.
 - 3.4. Quarterly pull-down menu updates.
 - 3.5. Form modifications as required to meet state guidelines.
 - 3.6. Error Correction. Licensor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Licensor in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
 - 3.7. Telephone Hot-line. Licensor shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Licensed Program. The Hot-line will be closed on all official Texas state holidays.
4. NOT SELECTED

EXHIBIT F- Student Assistance Administration System (SA)²

Description: A comprehensive early intervention/intervention system for managing all intervention documentation, scheduling meetings, and managing/tracking intervention processes, including: school support teams, Section 504, Gifted and Talented, ELL/LPAC, Student Success Initiative, Personal Graduation Plans, and the response to intervention process..

1. Location of licensee's facility (installation sites): Keller ISD.
2. License fee.
 - 2.1. Initial License fee is based upon the number of students identified in your most recent Average Daily Attendance as follows:

1-5000 students	\$3.75/student
5001-10000 students	\$3.00/student
10001 or higher	\$2.25/student

(less any discounts indicated on the price estimate)

3. Warranty Period Support. During the warranty period Licensor agrees to basic maintenance services in support of the Licensed Program. Basic maintenance services shall consist of:
 - 3.1. Updating the Licensed Program to reflect current changes in State and Federal Legislation.
 - 3.2. Maintaining compatibility with other users of the Licensed Program within the Customer's state.
 - 3.3. Quarterly pull-down menu updates.
 - 3.4. Form modifications as required to meet state guidelines.
 - 3.5. Error Correction. Licensor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Licensor in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
 - 3.6. Telephone Hot-line. Licensor shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Licensed Program. The Hot-line will be closed on all official Texas state holidays.

EXHIBIT G- Texas Test Results Reader (TR)²

Description: Provides immediate access to complete Texas state student test results (i.e., TAKS and TELPAS) in an easy-to-read format. It includes a number of built-in reports and a custom report generator.

1. Location of licensee's facility (installation sites): Keller ISD.
2. License fee.
 - 2.1. The Annual License fee is based upon the number of students identified in your most recent Federal Count and the number of school districts that have data loaded as follows:

Load fee per school district:	\$100/district
Access to students in Special Education Manager only:	\$.50/student (minimum \$500)
Access to all students in the district:	\$.50/student (minimum \$500) *2
- (less any discounts indicated on the price estimate)
3. Maintenance and Support. Licensor agrees to basic maintenance services in support of the Licensed Program. Basic maintenance services shall consist of:
 - 3.1. Updating the Licensed Program to reflect current changes in State and Federal Legislation.
 - 3.2. Maintaining compatibility with other users of the Licensed Program within the Customer's state.
 - 3.3. Quarterly pull-down menu updates.
 - 3.4. Form modifications as required to meet state guidelines.
 - 3.5. Error Correction. Licensor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Licensor in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
 - 3.6. Telephone Hot-line. Licensor shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Licensed Program. The Hot-line will be closed on all official Texas state holidays.
4. Projected date for implementation of the Licensed Program is 5/21/2008.

EXHIBIT H- Student Information System Linkages

Description: Provides either, or both, of the following linkages to the districts student information system (SIS):

- **Download** of demographic information to I-Suite to add new students to I-Suite and to align I-Suite information with the SIS.
- **Upload** PEIMS information directly from I-Suite completed form into the (SIS) for future PEIMS submission and SIS data analysis.

Special requirement: Access to the SIS system is required for this option. This can be provided via direct ODBC access or via an intermediate text file exchange.

1. Location of licensee's facility (installation sites): Keller ISD.

2. License fee.

2.1. The License fee is a one-time fee based on which of the two options are selected: download, upload, or both

License fee for download: \$750 + annual maintenance*

License fee for upload: \$1,500 + annual maintenance*

*The annual maintenance fee is payable immediately and includes making changes required due to SIS vendor changes (See Annual Maintenance agreement). A new license fee will be charged if the district changes SIS system. Also, cooperatives that have multiple districts using multiple SIS systems will be charged a license and maintenance fee per SIS.

(less any discounts indicated on the price estimate)

3. Maintenance and Support. Licensor agrees to basic maintenance services in support of the Licensed Program. Basic maintenance services shall consist of:

3.1. Updating the linkage to address field changes or configuration in the existing SIS.

3.2. Maintaining linkage compatibility with Texas PEIMS.

3.3. Working with district staff so network linkages are maintained between the I-Suite and SIS.

3.4. Error Correction. Licensor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Licensor in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.

3.5. Telephone Hot-line. Licensor shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Licensed Program. The Hot-line will be closed on all official Texas state holidays.

4. Implementation date for the Licensed Program is **5/21/2008**.

EXHIBIT I- I-Suite ASP

Description: Service provided in which GG Consulting, LLC, through its data center, hosts district data and provides access to the licensee's via standard web browser, remote desktop software, and/or Citrix software.

1. Location of licensee's facility (installation sites): Keller ISD.
2. Application Service Provider (ASP) annual fees.
 - 2.1. The Annual ASP fee is based upon the number of students identified in your most recent Federal Count:

One-time set-up fee:	\$ 1,500 + \$100/concurrent user
Base fee Year 2 and beyond:	\$ 1,000 + \$20/concurrent user
Student-Based ASP fee:	\$ 3.50/student
- (less any discounts indicated on the price estimate)
3. ASP Services: Licensor agrees to the following ASP services:
 - 3.1. Server and other hardware to provide connectivity to the internet and Licensed Program ASP functionality.
 - 3.2. Installation and maintenance of operating system software, database software, virus protection software, and backup software.
 - 3.3. Installation and maintenance of all License Program modules.
 - 3.4. Daily on- and off-site backup of licensee data.
 - 3.5. A dedicated client IP address for client connectivity to the ASP.
4. Maintenance and Support. Licensor agrees to basic maintenance services in support of the Licensed Program. Basic maintenance services shall consist of:
 - 4.1. Server and related hardware maintenance.
 - 4.2. Maintaining internet connectivity.
 - 4.3. Server operating system maintenance.
 - 4.4. Installation and maintenance of License Program updates.
 - 4.5. Error Correction. Licensor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Licensor in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.

- 4.6. Telephone Hot-line. Licensor shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Licensed Program. The Hot-line will be closed on all official Texas state holidays.
5. Licensee requirements:
 - 5.1. Workstations that meet the requirements outlined in Section 1 of this License Agreement.
 - 5.2. Port 491 or other agreed upon port must be open in each locations firewall wishing to access the ASP applications.
 - 5.3. Optional: A hyperlink from the district or cooperatives web server to the ASP.
6. NOT SELECTED

*I-Suite
Maintenance Agreement*

I-Suite Software Maintenance Agreement

Date: April 24, 2008

Contract No.: 44

Between

Support Organization: *GG Consulting, LLC*

Address: 175 Pawnee Drive, Boulder, CO 80303

Principal Contact: Gary Guber, Managing Director

And

Customer Name: Keller ISD

Address: 350 Keller Parkway, Keller, TX, 76248

TERMS AND CONDITIONS

1. General.

- 3.1. "You" means the single end-user customer organization signing this Agreement and authorized to use the Licensed Program.
- 3.2. "Enhancement" means any modification or addition that, when made or added to the Licensed Program and related modules, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Support Organization may designate Enhancements as minor or major, depending on its assessment of their value and of the function added to the Licensed Program.
- 3.3. "Error" means any failure of the Licensed Program to conform in any material respect to its or their published specifications.
- 3.4. "Error Correction" means either a modification or addition that, when made or added to the Licensed Program, brings the Licensed Program into material conformity with its or their published specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, avoids the practical adverse effect of such nonconformity.
- 3.5. "Licensed Program" means one or more of the following modules constituting Licensor's "*I-Suite*": "Special Education Manager", "Special Education Manager Administrative/Report Utility", "electronic Student Behavior Intervention Planner (eS-BIP)", "Student Services and Medicaid Manager (SM)²", "Student Assistance Administration System (SA)²", and/or "Texas Test Results Reader (TR)²", a database including tables, sub-tables, queries, forms, reports, macros, and modules designed to operate with the Microsoft Access and/or MS SQL/MYSQL database management system.
- 3.6. "Licensor" means GG Consulting, LLC.
- 3.7. "Releases" means new versions of the Licensed Program and its modules, which may include Error Corrections and/or Enhancements.

2. **Term.** The maintenance term for each Program shall commence upon expiration of the warranty period as provided in the *I-Suite* End-User License Agreement. The maintenance term shall continue for an initial period of one (1) year from its commencement date, and shall automatically renew thereafter for subsequent terms of one (1) year each unless and until either party gives the other party at least thirty (30) days' written notice of termination in advance of the termination of the then-current term. The preceding language to the contrary notwithstanding, the Support Organization understands and agrees that the Board of Trustees for Keller ISD retains a continuing right to terminate this Agreement at the expiration of each budget period during the term of the Agreement. This right to terminate is conditioned on the Keller ISD exercising its best efforts to attempt to obtain and appropriate funds for payment of the Agreement. Should the Board be unable to obtain and appropriate such funds, the Keller ISD shall have the right to terminate the Agreement at the expiration of each annual budget period upon 30 days written notice to the Support Organization.
3. **Scope of Maintenance.** During the maintenance term, Support Organization agrees to basic maintenance services in support of the Licensed Program. Basic maintenance services shall consist of:
 - 3.1. Updating the Licensed Program to reflect current changes in State and Federal Legislation.
 - 3.2. Maintaining compatibility with other users of the Licensed Program within the Customer's state.
 - 3.3. Quarterly pull-down menu updates.
 - 3.4. Form modifications as required to meet state guidelines.
 - 3.5. Refer to Online Maintenance in Section 12 below for additional maintenance functions.
4. **Error Correction.** Support Organization shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Support Organization in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
5. **Telephone Hot-line.** Support Organization shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Licensed Program. The Hot-line will be closed on all official Texas state holidays.
6. **New Releases.** Support Organization may, from time to time, issue new Releases of the Licensed Program, containing Error Corrections and/or Enhancements, to customers who generally have maintenance agreements in effect. Support Organization shall provide you with one (1) copy of each new Release for each copy of the Licensed Program being maintained under this Agreement, without additional charge. Support Organization shall provide reasonable assistance to help you install and operate each new Release. Because Releases are cumulative, each Release is useful only if you have obtained and installed all prior applicable Releases.

7. **Additional Services.** In addition, Support Organization may provide additional services, as mutually agreed, in support of the Licensed Program, subject to payment of its normal charges and expenses:
8. **Major Enhancements.** Support Organization may, from time to time, offer major Enhancements to its customers, generally for an additional charge. To the extent Support Organization offers such Enhancements, it shall permit you to obtain one (1) copy of each major Enhancement for each copy of the Licensed Program being maintained under this Agreement for fifteen percent (15%) off the list rate offered to customers who do not subscribe for maintenance from Support Organization.
9. **Additional Enhancements.** Support Organization will consider and evaluate the development of additional Enhancements for your specific use and will respond to your requests for additional services pertaining to the Licensed Program.
10. **Cooperation of Customer.** You agree to notify Support Organization promptly following the discovery of any Error. Further, upon discovery of an Error, you agree, if requested by Support Organization, to submit to Support Organization a listing of output and any other data that Support Organization may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.
11. **Exceptions.** The following matters are not covered by basic maintenance:
 - a. Any problem resulting from the misuse, improper use, alteration, or damage of the Licensed Program;
 - b. Any problem caused by modifications in any version of the Licensed Program not made or authorized by Support Organization;
 - c. Any problem resulting from programming other than the Licensed Program or equipment;
 - d. Any problem resulting from the combination of the Licensed Program with such other programming or equipment to the extent such combination has not been approved by Support Organization; or
 - e. Errors in any version of the Licensed Program other than the most recent Release, provided that Support Organization will continue to support superseded Releases for a reasonable period, not to exceed forty-five (45) days, sufficient for you to implement the newest Release.

You will be responsible to pay Support Organization's normal charges and expenses for time or other resources provided by Support Organization to diagnose or attempt to correct any such problem. In addition, you are responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain maintenance services from Support Organization. Support Organization will not be responsible for delays caused by events or circumstances beyond its reasonable control.

12. **Fees and Expenses.** The initial maintenance fee is based upon the number of students identified in your most recent special education Federal Count or average daily attendance (ADA) and are as follows: (Please check all that apply for the maintenance agreement for you district or cooperative.)

X Special Education Manager (Based on special education Federal Count)

1-500	\$6.00/student
501-1000	\$4.80/student
1001 and up	\$3.60/student

Plus

\$ 1/student on-line maintenance (see Item 12.1 below)

(less any discounts indicated on the price estimate)

___ Special Education Manager Spanish (Based on special education Federal Count)

1-500	\$400/year
501-1000	\$700/year
1001 and up	\$1,000/year

___ Student Services and Medicaid Manager (SM)² (Based on special education Federal Count)

1-5000	\$6.00/student
5001-1000	\$5.00/student
10001 and up	\$4.00/student

(less any discounts indicated on the price estimate)

___ electronic Student Behavior Intervention Program (eS-BIP) (Based on special education Federal Count)

1-500	\$4.00/student
501-1000	\$3.00/student
1001 and up	\$2.00/student

Plus

\$.5/student on-line maintenance (see Item 12.1 below)

(less any discounts indicated on the price estimate)

___ Student Assistance Administration System (SA)² (Based on ADA)

1-5000	\$1.25/student
5001-1000	\$1.00/student
10001 and up	\$0.75/student

(less any discounts indicated on the price estimate)

____ Texas Test Results Reader (TR)² (Based on special education Federal Count)

1-5000	\$6.00/student
5001-1000	\$5.00/student
10001 and up	\$4.00/student

(less any discounts indicated on the price estimate)

X Student Information System Linkage (Download Only)

Download (SIS to I-Suite)	\$500/year
Upload (I-Suite to SIS)	\$1,000/year

The annual maintenance fee is payable immediately and includes maintaining the linkage, including changes required due to SIS vendor changes.

____ I-Suite ASP (Based on special education Federal Count)

Base fee:	\$ 1,000 + \$20/concurrent user
Student-Based ASP fee:	\$ 3.50/student

(less any discounts indicated on the price estimate)

The initial maintenance fee is due and payable at the beginning of the initial and each renewal year of maintenance hereunder. Maintenance fees do not include travel and living expenses for installation and training, file conversion costs, optional products and services, directories, consulting services, shipping charges, or the costs of any recommended hardware. You agree to pay such fees and costs, when and as the services are rendered and the expenses incurred, as invoiced by Support Organization. Support Organization reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances. At any time following the expiration of the first year of maintenance, the maintenance fee may be changed, provided that Support Organization gives you at least ninety (90) days' prior written notice of the change. Licensor agrees that maintenance fees will not increase more than 10% in any given 12-month period.

12.1 Online Maintenance. This maintenance component costs \$1.00/student per year for Special Education Manager and \$.50/student for electronic Student Behavior Intervention Planner and is payable at the same time as other maintenance fees. The online maintenance component requires that the district provide **GG Consulting, LLC** access over the Internet or via a 24 kbps or greater modem connection, that Microsoft ACCESS 2003 is loaded on each server, and that administrative permissions are given for the server(s). The following additional services are provided with the online maintenance agreement:

Program updates are implemented by **GG Consulting, LLC** staff members via connections within 30 days of a new release.

GG Consulting, LLC will monitor and assist in the implementation of basic maintenance functions such as backup, compacting, repairing, merging data, and distribution of key local district information.

GG Consulting, LLC provides and assists in implementation of *I-Suite* Network Administrator.

GG Consulting, LLC will, when appropriate, shadow staff as a means to provide program maintenance and training.

GG Consulting, LLC will, as needed, conduct general online record-level maintenance of the database(s). No records will be transmitted to *GG Consulting, LLC*.

GG Consulting, LLC will implement year-end rollovers at the end of each school year in preparation for the next school year.

13. **Late Charges.** If any fees or expenses are not paid within thirty-one (31) days after they are due, Support Organization may, at its option, charge interest in accordance with Subchapter B, Chapter 2251, Texas Government Code.
14. **Use and Restrictions.** Your rights and obligations concerning the use of any Error Corrections, Enhancements, or Releases (or any other programming provided by Support Organization, regardless of its form or purpose) shall be as provided in the End-User License Agreement executed by both you and Licensor. Licensor shall have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the license expressly granted to you therein. Unless otherwise agreed, you are entitled to make and use only the number of copies of such works as you are authorized to use of the Licensed Program to which they relate, and you agree to return or destroy, as requested by Licensor, superseded copies of the Licensed Program when replaced by such works.
15. **Limited Warranty.** Support Organization shall perform its services hereunder in a good and workmanlike manner. Notwithstanding the addition of any Error Correction, Enhancement, or Release to the Licensed Program for purposes of the Program License Agreement, Support Organization's obligation to correct Errors in such additions shall be limited to the maintenance terms of this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, SUPPORT ORGANIZATION SHALL HAVE NO LIABILITY FOR THE LICENSED PROGRAM OR ANY SERVICES PROVIDED, SUPPORT ORGANIZATION MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND SUPPORT ORGANIZATION SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
16. **Limitation of Liability; Exclusion of Consequential Damages.** The cumulative liability of Support Organization to you for all claims relating to the Licensed Program and any services rendered hereunder, in contract, tort, or otherwise, shall be as provided in the End-User License Agreement executed by both you and Licensor. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if

such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

17. **Default.** Should you fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with Support Organization, Support Organization may, at its option, in addition to other available remedies, terminate this Agreement or suspend maintenance services, provided that it first gives you fifteen (15) days' prior notice in order to permit you to cure your default. In addition, maintenance coverage will automatically terminate with respect to any copies of Licensed Program that are no longer licensed for use under the Program License Agreement, whether as a result of expiration or termination of such license or replacement of such copies with new Releases.
18. **Notices.** All notices or other communications required to be given hereunder shall be in writing and shall be delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.
19. **Governing Law.** The validity, interpretation, and construction of the Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas. The parties agree that the state courts of Tarrant County, Texas, shall be the appropriate sites of venue for actions relating to this Agreement and hereby consent to the exclusive jurisdiction of such courts.
20. **Modifications and Waivers.** This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF LICENSOR'S OBLIGATIONS AND RESPONSIBILITIES TO YOU AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF LICENSOR RELATING TO THE SUBJECT MATTER HEREOF.

Accepted and Approved:

[Licensee]

[Support Organization]

By: _____

By: _____

Title: _____

Title: Managing Director, *GG Consulting*, LLC

Date: _____

Date: _____