

CUSTOMER AGREEMENT

This Customer Agreement is entered into by Forecast 5 Analytics, Inc., a Delaware corporation ("Forecast5"), and Customer (named below), and will commence on the Effective Date indicated below.

FORECAST5 Service	Service Description	Price	Discount	Total Cost
4004001	5Lab - License Agreement (5 Administrative Users - Unlimited End Users)	\$13,500.00	-	\$13,500.00
4004002	5Lab - Implementation Fee	\$13,500.00	(\$6,750.00)	\$6,750.00
			<u>Invoice Date</u> <u>6/13/2019</u>	\$20,250.00
FORECAST5 Service	Service Description	Price	Discount	Total Cost
4004001	5Lab - License Agreement (5 Administrative Users - Unlimited End Users)	\$13,500.00		\$13,500.00
			Invoice Date 6/13/2019	\$13,500.00
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4004001	5Lab - License Agreement (5 Administrative Users - Unlimited End Users)	\$13,500.00	l ₂ = , 0;	\$13,500.00
	THE DESCRIPTION OF STANDARD FOR PROPERTY OF STANDARD STANDARD FOR STANDARD		Invoice Date 7/1/2019	<u>\$13,500.00</u>

The above Services are provided pursuant to the Forecast5 Terms of Service (available at www.forecast5analytics.com/about/5labtermsofservice), which are incorporated herein by this reference. Customer and Forecast5 may from time to time agree upon additional Services pursuant to a mutually agreed Work Order. All subscriptions (even if purchased after your Effective Date, such as Additional User subscriptions) will be coterminous and end on the applicable anniversary of your Effective Date.

Customer acknowledges and agrees that if it provides access to the Services to another governmental unit or other third party, or uses the Services for the benefit of any such party, then it will be liable for, among other things, additional subscription fees for each such party at the applicable Forecast5 prices. 5Lab Additional Terms of Service: The following additional terms are applicable to the use of 5Lab by any school district client as it relates to an education record within the meaning of the Family Educational Rights and Privacy Act ("FERPA"):

1. Customers are encouraged to protect any education record within the meaning of FERPA (hereinafter "FERPA Information") by limiting the submission of such FERPA Information to any Forecast5 Service, including 5Lab. If the submission of such FERPA Information is absolutely necessary, the submission of such content is subject to these additional Terms of Service. 2. To the extent that any content submitted by Customer constitutes an education record within the meaning FERPA, Forecast5 is designated as an eligible third party provider of professional services for the sole purpose of providing the Services. Forecast5 agrees that it shall not disclose that education record except to the Customer that submitted the content. 3. For purposes of any FERPA Information, Forecast5 represents that (a) such FERPA Information compiled by Forecast5 or submitted by Customer is stored on servers located in the United States, (b) that Forecast5 and its service providers use industry-standard encryption and security standards to protect such FERPA Information, and (c) that Forecast5 uses commercially reasonable efforts to protect user FERPA Information offline.

EXPIRATION DATE: 6/30/2022



Customer: Dixon USD 170, IL FORECAST 5 ANALYTICS, INC.

Name: Michael R. English

Signature: Marge Empers

Name: MARGE EMPEN

Title: SUPERINTENDENT Title: CEO