

**CUSTOMER AGREEMENT**

This Customer Agreement is entered into by Forecast 5 Analytics, Inc., a Delaware corporation (“Forecast5 Analytics,” which together with its direct and indirect subsidiaries, affiliates, parents, successors and assigns are collectively referred to as “Forecast5”), and Customer (named below), and will commence on the date when Customer signs this Agreement (the “Signing Date”). If the Subscription Start Date indicated below is different than the Signing Date, Customer’s access to the Services will begin on the Subscription Start Date.

This Customer Agreement, and the Forecast5 Terms of Service (available at <https://www.forecast5analytics.com/about/terms-of-service> and the Services Privacy Policy (available at <https://www.forecast5analytics.com/about/services-privacy-policy> (collectively, the “Forecast5 Terms and Conditions”) constitute the entire agreement between the parties with respect to each of its respective subject matter and supersedes all prior and contemporaneous agreements, understandings and terms (including, but not limited to, any purchase order terms of Customer). By signing this Customer Agreement, Customer hereby agrees to all the terms and conditions of the Forecast5 Terms and Conditions.

Forecast5 Service	Service Description	Price	Discount	Total Cost
4002001	5Cast - License Agreement (3 Users) 12 Month Proration	\$15,913.00	\$0.00	\$15,913.00
4002004	5Cast Plus (3 Users) 12 Month Proration	\$15,913.00	\$3,978.25	\$11,934.75
4005001	5Cast - Support Fee 12 Month Proration	\$3,500.00	\$0.00	\$3,500.00
4001001	5Sight - License Agreement (5 Users) 12 Month Proration	\$15,913.00	\$3,978.25	\$11,934.75
			Invoice After: 7/1/2021	\$43,282.50
			<b>Total Amount Due:</b>	<b>\$43,282.50</b>

The above Services are provided pursuant to the Forecast5 Terms and Conditions, which are incorporated herein by this reference.

Customer and Forecast5 may from time to time agree upon additional Services pursuant to a mutually agreed order. All subscriptions (even if purchased after the Signing Date, such as Additional User subscriptions) will be co-terminous and end on the applicable Expiration Date.

**Customer acknowledges and agrees that if it provides access to the Services to another governmental entity, political subdivision, unit, agency or other third party, or uses the Services for the benefit of any such party, then it will be a material breach of this Customer Agreement and Customer will be liable for, without limitation, additional subscription fees for each such third party at the then-current applicable Forecast5 standard prices.**

**SUBSCRIPTION START DATE:** upon execution of this Agreement

**EXPIRATION DATE:** 07/31/2022 (All subscriptions are for periods of 1 year, unless indicated otherwise).

**Mt. Diablo Unified, CA**

**Forecast5 Analytics, Inc.**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**Scott K. Smith**  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CEO**  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed