



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
4001001	5Sight - License Agreement (5 Users)	\$11,000.00	\$5,500.00	\$5,500.00
4003001	5Maps - License Agreement (5 Users)	\$3,000.00	\$3,000.00	\$0.00
4003004	5Maps - Data Fee (5 Users)	\$3,191.00	\$0.00	\$3,191.00
4002004	5Cast Plus (3 Users)	\$5,500.00	\$0.00	\$5,500.00
4005001	5Cast - Support Fee (3 Users)	\$3,500.00	\$0.00	\$3,500.00
4002001	5Cast - License Agreement (3 Users)	\$11,000.00	\$0.00	\$11,000.00
			Total Amount Due:	\$28,691.00



The above Services are provided pursuant to the Forecast5 Terms of Service (available at www.forecast5analytics.com/about/termsofservice), 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.

5Cast Advisor Package includes up to 15 hours of service. Specific services within the Advisor Package include data collection, webinars with district administration, assistance with establishing a base model scenario, interactive scenario analysis and modeling, periodic updates of assumptions, budget review and assistance, presentation development. Additional hours beyond the standard 15-hour Advisor Package will be itemized at \$250 per hour pursuant to a mutually agreed Work Order. If travel is required as part of the services, Customer agrees to reimburse Forecast5 for applicable expenses (i.e. airfare, hotel, rental vehicle, etc.). At the request of the Customer, Forecast5 may provide opinions or representations with respect to the financial feasibility and/or fiscal prudence of assumptions and/or projections that Customer may select for inclusion in 5Cast financial projections, provided, however, that it is understood that the Customer is solely responsible for the decision and any associated risk of incorporating any particular assumption in its financial plan. Additionally, Forecast5 duties and responsibilities do not include giving any opinion or advice regarding the issuance of debt instruments.

5Maps Additional Terms of Service: The following additional terms are applicable to the use of 5Maps 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 5Maps. 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.
4. Initial data services ordered under this Work Order are reflected above. Additional data services may be ordered and will be charged in accordance with the applicable 5Maps Fees and Indicative Costs in effect at the time of order placement.

RENEWAL DATE: **9/30/2019** (All subscriptions are for periods of 1 year, unless indicated otherwise).

Please see the following page for the signature line.



Customer: **Newport-Mesa Unified School District, CA**

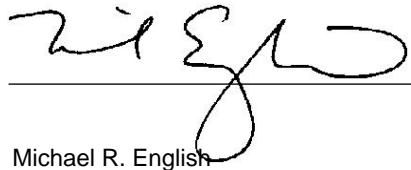
Signature: _____

Name: Timothy D. Holcomb

Title: Assistant Superintendent, Chief Operating Officer

Date: 09/12/2018

FORECAST5 ANALYTICS, INC.

Signature: _____

Name: Michael R. English

Title: CEO