

**AMENDMENT TO AGREEMENT
BETWEEN
BOARD OF EDUCATION LINCOLNWOOD SCHOOL DISTRICT 74
AND
FORECAST 5 ANALYTICS, INC.**

This Amendment (“**Amendment**”) is made to the Customer Agreement dated February 10, 2014 (“**Agreement**”) by and between Board of Education Lincolnwood School District 74 (“**Customer**”) and Forecast 5 Analytics, Inc. (“**Forecast5**”).

Customer and Forecast5 hereby agree to amend the Agreement as follows:

1. The parties acknowledge that the Forecast5 Terms of Service located at the URL www.forecast5analytics.com/about/termsofservice as of the date of this Amendment have been recently updated and the updated Terms of Service are incorporated by reference to the Agreement. All references to “Terms of Service” in the Agreement refers to the updated terms found at the URL once they take effect on July 1, 2020.
2. The “FORECAST5 TERMS OF SERVICE” appended after the signature page in the Agreement shall be replaced by the updated Terms of Service once they take effect on July 1, 2020.
3. The Agreement began on February 10, 2014 and will continue until June 29, 2021. The parties confirm that the Agreement has been in full force and effect since signing.
4. The parties agree to the following changes to the updated Terms of Service as of July 1, 2020:
 - a. Section 2: PAYMENT AND RENEWAL. The following sentence does not apply for the purpose of this Agreement and is deleted in its entirety: “Forecast5 will automatically renew your annual subscriptions at the then-current rates, unless you provide notice that you do not wish to renew your subscription prior to the end of the applicable term or Forecast5 elects not to renew your subscription.” Instead, the following sentence applies for the purpose of this Agreement: “Forecast5 agrees to contact the customer within 45-60 days of renewal to confirm Customer’s intention for the subscription renewal prior to sending a renewal invoice.”
 - b. Section 6.3: Audit. The last sentence in Section 6.3 is hereby deleted and is replaced with the following sentence: “If such an audit reveals, subject to Customer review and approval of the audit process not to be unreasonably withheld, conditioned or delayed, you have underpaid fees, you will be invoiced for the underpaid fees based upon Forecast5’s generally available price list at the time the fees would have otherwise been incurred, together with interest thereon at a rate of one and one-half percent (1.5%) per month or partial month or the highest rate allowed by law, whichever is less, during which any amounts were owed and unpaid.”

c. Section 11.2 is hereby deleted in its entirety and is replaced with the following provision: "Subject to the applicable laws of the State of Illinois, you agree to indemnify and hold Forecast5 and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). Forecast5 reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Forecast5 in the defense of any Claims."

d. Section 17:

i. The following sentence is deleted in its entirety: "In the event of legal action to enforce rights under this Agreement, all costs and expenses incurred by the prevailing party, including reasonable attorneys' fees and court costs, will be paid by the other party."

ii. The following sentence is deleted in its entirety: "With respect to any suit, action or proceeding relating to this Agreement the undersigned irrevocably submits to the jurisdiction of the federal court located in Chicago, Illinois or state court in DuPage County, Illinois, which submission shall be exclusive unless (a) none of such courts has lawful jurisdiction over such proceedings, (b) we elect to pursue injunctive relief in another court having jurisdiction." It shall be replaced with the following sentence: "With respect to any suit, action or proceeding relating to this Agreement the undersigned irrevocably submits to the jurisdiction of the Illinois state court in Cook County, Illinois, which submission shall be exclusive."

5. In all other respects, the Agreement will remain unchanged and in full force and effect.

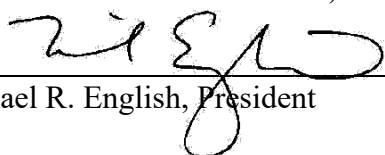
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below.

BOARD OF EDUCATION LINCOLNWOOD SCHOOL DISTRICT 74

By: _____
Scott Anderson, Board President

Date: _____

FORECAST 5 ANALYTICS, INC.

By:  _____
Michael R. English, President

Date: _____