



## K-12 BUSINESS CONSULTING, INC. OHIO FIVE-YEAR FORECASTING PROGRAM CUSTOMER AGREEMENT

This Five-Year Forecasting Program Agreement ("Agreement") is made and effective July 1, 2022, through June 30, 2023, with the option for a one (1) year extension, by and between K-12 Business Consulting, Inc. ("K-12 Business Consulting") Ridgedale Local Schools ("Customer"). K-12 Business Consulting has developed and issues subscriptions to users of its forecasting program marketed under the name K-12 Business Consulting, Inc. Ohio Five-Year Forecasting Program. The Customer desires to utilize a copy of the forecasting program to prepare its required Ohio Five-Year Forecast, document assumptions, estimate property taxes, state basic aid funding and accumulate all other facets of the required Five-Year Forecast.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, K-12 Business Consulting and the Customer agree as follows:

### **1. Subscription.**

K-12 Business Consulting hereby grants to Customer a non-exclusive, limited subscription to use the forecast program on a per copy per device basis for the period July 1, 2022, through June 30, 2023. The Program is issued through subscription, not sold. The model and notes are copyright protected with the United States Copyright Office. K-12 Business Consulting is not responsible to provide Microsoft Excel®, Word® or Power Point® 2010 or later editions which supports the full features of the forecasting Program, and further does not warrant that key feature of the Program will work on earlier versions of Microsoft Excel®, Google Docs or other non-excel spreadsheet platforms. K-12 Business Consulting will notify customer if the Program documents are updated on newer Microsoft Excel®, Word® or Power Point® versions as that may occur. Updates to the newer versions of Microsoft Office Products are the customers responsibility.

### **2. Restrictions and Intellectual Property and Copyright Protection**

Customer acknowledges that the K-12 Business Consulting model and notes are registered, and copyright protected, and shall not modify, copy, duplicate, reproduce, license, or sublicense the Forecasting Program documents developed by K-12 Business Consulting. Customer shall not sell, transfer or convey the Forecast Program documents or any right in to anyone else without the prior written consent of K-12 Business Consulting; provided that customer may make backup copies of the forecast model for archival purposes; Customer agrees that the forecasting program and any other intellectual property received from K-12 Business Consulting is solely and exclusively owned by K-12 Business Consulting, and same shall be maintained in strictest confidence, and not used in any way not expressly authorized by this Agreement. Failure to renew the annual subscription to the forecasting program nullifies client's rights to use the program documents including forecast spreadsheet and note language at the end of the agreement.

### **3. Fee & Payment.**

In consideration for the use of the Forecast Program, Customer agrees to pay K-12 Business Consulting the sum of Six Thousand Five Hundred and no dollars (\$6500) license fee paid corresponding to the required November 2022 and May 2023 Five Year Forecast updates established in Ohio Revised Code. Payment will be billed fifty percent (50%) each upon filing of the forecast in November and May during the fiscal year. Payment will generally be due within 30 days of receipt of invoice by Customer. Site visits if requested will be billed at the IRS mileage rate and One Hundred Twenty-Five dollars (\$125.00) per hour for time spent onsite and travel time at 50% of this rate. If additional filings at other times are required, an additional fee will be determined based on work required for the filing with a minimum of four (4) hours charged per filing.

### **4. Program Maintenance & Support.**

a. Standard maintenance. During the Agreement period, K-12 Business Consulting shall provide to Customer

any new, corrected or enhanced version of the program documents as created by K-12 Business Consulting. Such enhancement shall include all modifications to the forecast program which increase the speed, efficiency, functionality or ease of use of the forecast model, or add additional capabilities or functionality to the forecast model, including any substantially new or rewritten versions of the forecast model components. This will include any revisions or updates made to the Ohio Department of Education Five-Year Forecast format, additions or subsequent Federal or State Stimulus additions to the Forecast, and changes to the state foundation formula in FY23 due to changes made in the state budget, and, as it may be modified or amended.

b. Program Support. During the agreement period, Customer will receive support for the Forecasting Program, training and assistance to use the program including instruction on data required, use of the data in the program and linkages between data in the program. Limited levy modeling assistance for typical levy types will be provided Customer. Customer will provide K-12 Business Consulting access to operating data downloads for advice and training to be provided to Customer. Any assumptions made in the Five-Year Forecast documents and model concerning growth in revenues, expenses and cash balances, and any other judgments on estimates in components of these forecasted items is the responsibility of the Customer.

#### **5. Warranty of Title.**

K-12 Business Consulting hereby represents and warrants to Customer that K-12 Business Consulting is the owner of the Forecast Program model, notes and presentations or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Customer's sole remedy shall be to require K-12 Business Consulting to either: i) procure, at K-12 Business Consulting's expense, the right to use the forecasting model, or ii) replace the forecast model or any part thereof that is in breach and replace it with functionality that does not cause any breach.

#### **6. Warranty of Functionality.**

a. For a period of the subscription agreement noted above following delivery of the Forecasting Program to Customer (the "Warranty Period"), K-12 Business Consulting warrants that the Program shall perform in all material respects according to the K-12 Business Consulting's specifications concerning the Program when used with the appropriate computer equipment and Microsoft Excel®, Word® and Power Point® 2010 or later version. Functionality is not guaranteed if using Google Docs or other non-excel format full featured spreadsheet. In the event of any breach or alleged breach of this warranty, Customer shall promptly notify K-12 Business Consulting. Customer's sole remedy shall be that K-12 Business Consulting shall correct the forecasting program model so that it operates according to the warranty. This warranty shall not apply to the forecasting model if modified by anyone or if used improperly or on an operating environment not approved by K-12 Business Consulting.

b. In the event of any defect in the media upon which the forecasting program and model is provided arising within Warranty Period following delivery of the model, upon return to K-12 Business Consulting of the forecasting model on the original media, K-12 Business Consulting shall provide Customer a new copy of the Forecasting Model and documents.

#### **7. Exclusion of Warranty.**

This warranty does not cover problems caused by Customer acts (or failures to act), the acts of others, or events beyond K-12 Business Consulting's reasonable control. Any assumptions used in the Five-Year Forecast model concerning growth in revenues, expenses and cash balances, and any other judgments on estimates in components of these forecasted items is the responsibility of the Customer.

#### **8. Limitation of Liability.**

K-12 Business Consulting shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether K-

12 Business Consulting was advised of the possibility of such losses in advance. In no event shall K-12 Business Consulting's liability hereunder exceed the amount of license fees paid by Customer, regardless of whether Customer's claim is based on contract, tort, strict liability, and product liability or otherwise.

**9. Notice.**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to K-12 Business Consulting:

K-12 Business Consulting, Inc.  
Attn: Chris Mohr, President  
P.O. Box 476  
New Albany, Ohio 43054

If to Customer:

Ridgedale Local Schools  
Attn: Treasurer/CFO  
3103 Hillman Ford Road  
Morral, OH 43337

**10. Governing Law.**

This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

**11. No Assignment.**

Neither this Agreement nor any interest in this Agreement may be assigned by Customer or K-12 Business Consulting without the prior express written approval of both parties.

**12. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**13. Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**14. Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, K-12 Business Consulting and Customer have executed this Five Year Forecast Program Agreement on \_\_\_\_\_, 2022.



\_\_\_\_\_  
Customer or Representative Signature

\_\_\_\_\_  
K-12 Business Consulting, Inc.