

Subscription Agreement

PLEASE READ THIS SUBSCRIPTION AGREEMENT CAREFULLY BEFORE ACCEPTING THE TERMS AND CONDITIONS STATED HEREIN. THIS SUBSCRIPTION AGREEMENT AND ANY ORDER FORMS ENTERED INTO BY YOU AND MEAL MAGIC CORPORATION ("**MEAL MAGIC**") ARE COLLECTIVELY REFERRED TO AS THE "**AGREEMENT**". UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS SHALL HAVE THE MEANINGS SET FORTH IN SECTION 1.

BY ACCEPTING, YOU ARE AGREEING ON BEHALF OF THE ENTITY ORDERING THE MEAL MAGIC PRODUCT ("**SUBSCRIBER**") THAT SUBSCRIBER WILL BE BOUND BY AND BECOME A PARTY TO THE AGREEMENT. IF SUBSCRIBER DOES NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT OR YOU OR SUBSCRIBER DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, DO NOT SIGN (EITHER MANUALLY OR ELECTRONICALLY) THE ORDER FORM ISSUED TO SUBSCRIBER BY MEAL MAGIC.

1. Definitions.

As used in this Agreement:

"**API**" means application programming interfaces provided by MEAL MAGIC as part of the MEAL MAGIC Product, which set forth rules and specifications that Third-Party Modules may utilize to access SUBSCRIBER's Data in accordance with this Agreement.

"**Confidential Information**" means information that one party (the "**Disclosing Party**") provides to the other party (the "**Receiving Party**") during the term of this Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

"**Documentation**" means the then-current online user guides made available by MEAL MAGIC to describe the functionality of the MEAL MAGIC Product.

"**Error**" means any failure of the MEAL MAGIC Product to conform substantially in accordance with the corresponding Documentation.

"**Intellectual Property Rights**" means any patents and applications thereto, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property and proprietary rights.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

"**MEAL MAGIC Product**" means any software or service that MEAL MAGIC supplies, licenses, or sells to SUBSCRIBER from time to time during the Term, including any software that is downloadable from a third-party app store and Modifications.

"**Modifications**" means any work based on or incorporating all or any portion of the MEAL MAGIC Product, including, without limitation, modifications, enhancements, and customizations to the MEAL MAGIC Product developed by MEAL MAGIC, SUBSCRIBER, or a third party on either such party's behalf or any combination of such parties.

"**Order Form**" means a document for purchase of Subscriptions hereunder, including purchase orders, order notifications, and order confirmation documents (either in writing or via the Web), that are agreed to by MEAL MAGIC or entered into between MEAL MAGIC and SUBSCRIBER from time to time. Order Forms are deemed incorporated herein by reference.

"**Original Code**" means MEAL MAGIC Product source code.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural, or social identity.

"**SUBSCRIBER**" means the entity denoted on an Order Form.

"SUBSCRIBER's Data" means any data, information, or material submitted by SUBSCRIBER or stored by SUBSCRIBER in the MEAL MAGIC Product.

"Subscription" means SUBSCRIBER's right to use the MEAL MAGIC Product for the Subscription Term, per the terms of the Agreement and the related Order Form(s).

"Subscription Term" means the period during which SUBSCRIBER may access the applicable MEAL MAGIC Product as set forth in an Order Form.

"Support Services" shall have the meaning defined in Section 2.2.

"Taxes" means any direct or indirect local, state, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature.

"Third-Party Modules" means software developed by a third party that SUBSCRIBER may use to add functionality to the MEAL MAGIC Product, the use of which software is governed by the applicable terms and conditions specified by such third party.

"Third-Party Software" means online, Web-based applications and offline software products that are developed by third parties, and may interoperate with the MEAL MAGIC Product, the use of which software is governed by the applicable terms and conditions specified by such third party.

"Updates" has the meaning defined in Exhibit A of this Agreement.

2. Subscription.

2.1. Use of MEAL MAGIC Product.

2.1.1. Terms of Use. The parties acknowledge and agree that the terms and conditions contained in this Agreement and the terms of use, which are attached in Exhibit A, will govern SUBSCRIBER's use of the MEAL MAGIC Product for the Subscription Term.

2.1.2. MEAL MAGIC Product Features and Components. MEAL MAGIC reserves the right to make modifications to the MEAL MAGIC Product or features or components of the MEAL MAGIC Product from time to time at its sole discretion. MEAL MAGIC will exercise reasonable commercial efforts to notify SUBSCRIBER of any such material modifications to the MEAL MAGIC Product, provided however, that MEAL MAGIC will not have any liability for failure to provide such notice.

2.2. Support. During the Subscription Term, and at no additional charge to SUBSCRIBER, MEAL MAGIC shall provide SUBSCRIBER technical assistance by telephone on use of the MEAL MAGIC Product, the identification of MEAL MAGIC Product problems, and the reporting of Errors. MEAL MAGIC will respond to phone calls from SUBSCRIBER, pursuant to the terms that are attached in Exhibit B (the "**Support Services**").

2.3. Professional Services. If purchased by SUBSCRIBER and set forth on an Order Form, MEAL MAGIC will provide services on how to use the MEAL MAGIC Product (the "**Professional Services**"). In consideration of payment of the fees associated with the Professional Services, SUBSCRIBER is entitled to receive the number of hours of Professional Services indicated on the Order Form. SUBSCRIBER shall be solely responsible for all transportation, lodging, meals, or any other expenses incurred by SUBSCRIBER's Users attending such Professional Services. In the event SUBSCRIBER cancels or postpones scheduled Professional Services within fourteen (14) calendar days of the agreed upon date, SUBSCRIBER is responsible for all expenses incurred by MEAL MAGIC and fifty percent (50%) of the scheduled Professional Services fee. All quoted installation dates, including dates related to terms such as "installation," "completion of training" and "live," if any, are estimates only.

2.4. SUBSCRIBER's Responsibilities. SUBSCRIBER shall: (a) be responsible for compliance with the terms and conditions of this Agreement by all of SUBSCRIBER's Users, (b) be solely responsible for the accuracy, integrity, and legality of SUBSCRIBER's Data and the means by which it acquires and uses such SUBSCRIBER's Data, (c) use the MEAL MAGIC Product only in accordance with the applicable online user guide and applicable laws, rules, regulations

(including, without limitation, export, data protection and privacy laws, rules and regulations), and any Documentation, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the MEAL MAGIC Product, and (e) notify MEAL MAGIC in writing immediately of (i) any unauthorized use of, or access to, the MEAL MAGIC Product or any User account or password thereof or (ii) any notice or charge of non-compliance with any applicable law, rule, or regulation asserted or filed against SUBSCRIBER in connection with SUBSCRIBER's Data. For the avoidance of doubt, User accounts and passwords are specific to individual Users, and under no circumstances may User accounts or passwords be shared among or by different Users; provided, however, that SUBSCRIBER's administrator(s) may reassign a User account during the Subscription Term, if a former User no longer requires a User account.

2.5. Restrictions. SUBSCRIBER shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise transfer rights or usage to the MEAL MAGIC Product or any modified version or derivative work of the MEAL MAGIC Product created by or for SUBSCRIBER, (b) provide the MEAL MAGIC Product, or any modified version or derivative work of the MEAL MAGIC Product created by or for SUBSCRIBER, on a timesharing, service bureau, or other similar basis, (c) remove or alter any copyright, trademark, or proprietary notice in the MEAL MAGIC Product, (d) copy any features, functions, or graphics of the MEAL MAGIC Product for any purpose other than what is expressly authorized in this Agreement, (e) reverse engineer, disassemble, or decompile the MEAL MAGIC Product, (f) send, store, or authorize a third party to send or store spam, unlawful, infringing, obscene or libelous material, or Malicious Code, (g) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the MEAL MAGIC Product or SUBSCRIBER's Data contained therein, (h) use any Intellectual Property Rights protected by applicable laws and contained in or accessible through the MEAL MAGIC Product for the purpose of building a competitive product or service or copying its features or user interface, or (i) use the MEAL MAGIC Product, or permit it to be used, for purposes of product evaluation, benchmarking, or other comparative analysis intended for publication without MEAL MAGIC's prior written consent.

2.6. Third Parties. SUBSCRIBER may use third party contractors to assist with the installation, use, and modification of the MEAL MAGIC Product for SUBSCRIBER's own internal business use, including creation of Modifications on SUBSCRIBER's behalf. SUBSCRIBER agrees not to disclose any Confidential Information of MEAL MAGIC to any contractor or allow any subcontractor to create Modifications unless and until the contractor has agreed in writing to (a) protect the confidentiality of such Confidential Information in the manner required by Section 7 and then only to the extent necessary for the contractor to perform those services subcontracted to it, and (b) assign all such contractor's rights, title and interests (including all Intellectual Property Rights) in such Modifications to SUBSCRIBER to ensure SUBSCRIBER can comply with Section 4.1.1. SUBSCRIBER will be solely responsible for all payments to its contractors and will remain responsible for compliance by its contractors with the terms and conditions of this Agreement.

2.7. Changes. If material changes to the MEAL MAGIC Product become necessary due to new technical developments, changes in the law, or other comparable compelling reasons, MEAL MAGIC will inform SUBSCRIBER in writing of such material changes thirty (30) days before such changes become effective.

3. **Third-Party Software and Third-Party Modules.**

3.1. Third-Party Software. The MEAL MAGIC Product utilizes or includes certain Third-Party Software. SUBSCRIBER's use of the MEAL MAGIC Product, including all Third-Party Software accessible via APIs, is governed by the applicable Third-Party Software terms and conditions. If a Third-Party Software provider requires MEAL MAGIC to remove such software from the MEAL MAGIC Product due to violation of applicable law or third-party rights, SUBSCRIBER agrees to cooperate with MEAL MAGIC to ensure its removal from the MEAL MAGIC Product and SUBSCRIBER's systems.

3.2. Third-Party Modules. SUBSCRIBER may use Third-Party Modules to add functionality to the MEAL MAGIC Product, provided that such use is limited to internal use by SUBSCRIBER in a manner that does not violate any provisions of Section 2.6. Any use by SUBSCRIBER of Third-Party Modules and any exchange of SUBSCRIBER's Data between SUBSCRIBER and the Third-Party Module provider are solely between SUBSCRIBER and the Third-Party Module provider. MEAL MAGIC does not warrant or support Third-Party Modules.

3.3. Third-Party Privacy Policies. SUBSCRIBER understands and agrees that any of SUBSCRIBER's Data exchanged with Third-Party Software or Third-Party Modules is governed by that provider's respective privacy policy.

3.4. Third-Party APIs. Features that interoperate with third party services depend on the continuing availability of the API and program for use with the MEAL MAGIC Product. If a third-party ceases to make the API or program available on reasonable terms to MEAL MAGIC, MEAL MAGIC may cease providing such third-party features without entitling SUBSCRIBER to any refund, credit, or other Compensation.

4. **Proprietary Rights and Data Protection.**

4.1. Ownership.

4.1.1. Ownership of MEAL MAGIC Product and Modifications. MEAL MAGIC owns all rights, title, and interest, including all Intellectual Property Rights, in and to the MEAL MAGIC Product and all Modifications (collectively, the "**MEAL MAGIC Property**"). SUBSCRIBER hereby does and will assign to MEAL MAGIC all rights, title, and interest worldwide in the Intellectual Property Rights embodied in all Modifications. To the extent any of the rights, title, and interest are not assignable by SUBSCRIBER to MEAL MAGIC, SUBSCRIBER grants and agrees to grant to MEAL MAGIC an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) under SUBSCRIBER's Intellectual Property Rights to use, disclose, reproduce, license, sell, offer for sale, distribute, import, and otherwise exploit the Modifications in its discretion, without restriction or obligation of any kind or nature. Except as expressly stated otherwise in this Agreement, MEAL MAGIC retains all its rights, title, and ownership interest in and to the MEAL MAGIC Property, and no other Intellectual Property Rights or license rights are granted by MEAL MAGIC to SUBSCRIBER under this Agreement, either expressly or by implication, estoppel, or otherwise, including, but not limited to, any rights under any MEAL MAGIC patents or those of its affiliates.

4.1.2. Trademarks. MEAL MAGIC's name, logo, trade names, and trademarks are owned by MEAL MAGIC, and no right is granted to SUBSCRIBER to use any of the foregoing except as expressly permitted herein or by written consent of MEAL MAGIC.

4.1.3. Freedom to Operate and Innovate. Nothing in this Section 4 shall inhibit, hamper, encumber, or otherwise impede MEAL MAGIC's freedom to create Modifications or improve, extend, and/or modify the MEAL MAGIC Product.

4.1.4. Suggestions. SUBSCRIBER or SUBSCRIBER's Users may provide suggestions, enhancement or feature requests, or other feedback to MEAL MAGIC with respect to the MEAL MAGIC Property or other MEAL MAGIC products, services, or related documentation (whether such is disclosed or delivered by MEAL MAGIC to SUBSCRIBER under this Agreement) (collectively, "**Feedback**"). SUBSCRIBER agrees that all Feedback is and shall be given by SUBSCRIBER entirely voluntarily. MEAL MAGIC shall be free to use, disclose, reproduce, license, or otherwise distribute and exploit the Feedback in its discretion, without restriction or obligation of any kind or nature. Feedback, even if designated as confidential by SUBSCRIBER, shall not create any obligation of confidentiality for MEAL MAGIC, unless MEAL MAGIC expressly agrees so in writing.

4.2. SUBSCRIBER's Data and SUBSCRIBER's Information.

4.2.1. Ownership of SUBSCRIBER's Data. SUBSCRIBER owns and retains all Intellectual Property Rights in and to SUBSCRIBER's Data.

4.2.2. Data Processing. SUBSCRIBER grants MEAL MAGIC the right to use, access, and process SUBSCRIBER's Data solely to the extent necessary for MEAL MAGIC to provide the MEAL MAGIC Product to SUBSCRIBER, including, without limitation, to address service or technical problems, or at SUBSCRIBER's request, in connection with providing Support Services to SUBSCRIBER. MEAL MAGIC agrees not to use, access, disclose, or process any of SUBSCRIBER's Data, except (a) to perform the obligations under this Agreement, (b) comply with applicable laws, and (c) in accordance with the Terms of Use in Exhibit A, attached hereto.

4.2.3. Business Information. SUBSCRIBER agrees to allow MEAL MAGIC and its affiliates to store and use SUBSCRIBER's business contact information, including names, business phone numbers, and business e-mail addresses, anywhere it does business. Such information will be processed and used in connection with MEAL MAGIC's business relationship and may be provided to contractors acting on MEAL MAGIC's behalf, MEAL MAGIC's business partners who promote, market, and support certain MEAL MAGIC products and services, and assignees of MEAL MAGIC and its subsidiaries for uses consistent with MEAL MAGIC'S business relationship.

4.2.4. Parent Rights and Factual Corrections. SUBSCRIBER is responsible for establishing procedures for parents seeking reviews, corrections, or deletions of student data in accordance with SUBSCRIBER's state or federal legal requirements. If a parent contacts MEAL MAGIC regarding this matter, MEAL MAGIC will direct the parent to SUBSCRIBER.

4.3. Data Protection.

4.3.1. SUBSCRIBER's Compliance with Privacy Laws. SUBSCRIBER will always comply with the requirements of any applicable privacy and data protection laws.

4.3.2. Usage Data. While providing SUBSCRIBER with the services described in the Agreement, MEAL MAGIC may also collect, use, process, and store diagnostic and usage related content from the computer, mobile phone, or other devices SUBSCRIBER's Users use to access the MEAL MAGIC Product. This may include, but is not limited to, IP addresses and other information like internet service, location, the type of browser, and modules that are used and/or accessed (the "**Usage Data**").

4.3.3. Aggregated Data Use. Notwithstanding Sections 4.3.2, SUBSCRIBER agrees that MEAL MAGIC may use the Usage Data to create and compile anonymized, aggregated datasets and/or statistics about the MEAL MAGIC Product for its lawful business purposes, provided that such aggregated datasets and statistics will not enable SUBSCRIBER or any living individual to be identified.

4.3.4. Security. MEAL MAGIC will implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure.

4.3.5. Sub-processing. SUBSCRIBER authorizes MEAL MAGIC to subcontract processing of SUBSCRIBER's Data under this Agreement to a third party provided that MEAL MAGIC flows down its obligations under this Section 4.3 to protect Personal Data in full to any subcontractor it appoints, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Section 4.3.

4.3.6. HIPAA and PHI in Relation to MEAL MAGIC Product. SUBSCRIBER understands and acknowledges that neither the Service nor the MEAL MAGIC Product or systems are configured to receive and store personal health information ("**PHI**"), as that term is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and that MEAL MAGIC is neither a "Covered Entity" nor a "Business Associate," as those terms are defined in HIPAA. As such, SUBSCRIBER agrees, on behalf of itself and its Users, not to use the MEAL MAGIC Product or provide access to or submit any PHI to MEAL MAGIC when requesting technical and or Support Services, in either case, to, directly or indirectly, submit, store, or include any PHI as part of the SUBSCRIBER's Data. SUBSCRIBER agrees that MEAL MAGIC may terminate this Agreement immediately, if SUBSCRIBER is found to be in violation of this Section.

4.3.7. Family Educational Rights and Privacy Act (FERPA). MEAL MAGIC will comply in all respects with the Family Educational Rights and Privacy Act ("**FERPA**") and all other state and federal laws applicable to the security and confidentiality of education records. For the purposes of this Agreement, MEAL MAGIC will be designated as a "school official" with "legitimate educational interests" in the SUBSCRIBER's Data, as those terms have been defined under FERPA and applicable SUBSCRIBER state laws and their implementing regulations. MEAL MAGIC will designate and train responsible individuals on ensuring the security and confidentiality of education records and MEAL MAGIC will establish and validate that security protocols that are in use at their facilities or leased facilities meet the stated and expected security surrounding FERPA which include

firewalls, intrusion detection, web-based security, and authentication protocols. In addition, MEAL MAGIC will provide such information reasonably requested by SUBSCRIBER for SUBSCRIBER to verify MEAL MAGIC's compliance with FERPA and such other state and federal laws applicable to the security and confidentiality of education records.

4.3.8. Security Incident. In the event MEAL MAGIC determines that the unauthorized access, use, or disclosure of Personal Data within SUBSCRIBER's Data has occurred, MEAL MAGIC will promptly notify SUBSCRIBER, but in no event later than thirty (30) calendar days after discovery. MEAL MAGIC will provide SUBSCRIBER, to the extent known, information related to the extent of the data breach, time of the data breach, identity of affected individuals, and mitigation steps MEAL MAGIC is taking. Reimbursement of costs or expenses incurred by SUBSCRIBER due to a Security Incident attributed to MEAL MAGIC will be made to the extent authorized and covered by MEAL MAGIC's cybersecurity insurance policy and shall not exceed the limits of that policy. MEAL MAGIC's liability shall be limited as stated in Section 9. SUBSCRIBER is advised to obtain its own cybersecurity insurance policy.

5. **Payment.**

5.1. Fees and Payment. SUBSCRIBER agrees to pay all fees specified in the relevant Order Form. Except as otherwise provided, fees set forth in each Order Form hereunder will be: (a) fixed during the Subscription Term set forth in such Order Form, (b) quoted and payable in United States dollars, and (c) non-cancelable and nonrefundable. Fees are due thirty (30) days from the invoice date, unless otherwise noted in an Order Form. SUBSCRIBER agrees to provide MEAL MAGIC with complete and accurate billing and contact information and to notify MEAL MAGIC of any changes to such information.

5.2. Additional Licenses. Additional Licenses may be added during any given month at the then-current Subscription fee. SUBSCRIBER understands and agrees that SUBSCRIBER will be charged a pro-rata fee for the initial month in which Licenses are added and for each of the monthly periods remaining in the then-current Subscription Term. The Subscription Term for the additional License subscriptions will terminate on the same date as the pre-existing Subscriptions. SUBSCRIBER will be responsible for submitting a new Order Form to MEAL MAGIC to request the additional Licenses during the Subscription Term. SUBSCRIBER also understands and agrees that the number of Subscription Licenses purchased under a specific Order Form cannot be decreased during the relevant Subscription Term set forth on such Order Form.

5.3. Renewal. All fees required for renewal of a Subscription Term will be reflected in a quotation issued by MEAL MAGIC in advance of the expiration of the current Subscription Term (each a "**Renewal Quote**"), and any pricing or changes in the number of Licenses for such renewal Subscription Term will be reflected in the Renewal Quote. Fees for any subsequent renewals shall be set at the then-current MEAL MAGIC pricing, unless otherwise stated on the Order Form or Renewal Quote or otherwise agreed to in writing by the parties.

5.4. Overdue Charges. All charges shall be due and payable by the due dates specified on the invoices. If any charge owing by SUBSCRIBER to MEAL MAGIC is overdue, MEAL MAGIC may, without limiting its other rights and remedies, suspend services until such amounts are paid in full.

5.5. Taxes. Unless otherwise provided, fees specified in quotes or Order Forms do not include any Taxes, and SUBSCRIBER is responsible for payment and reimbursement of all Taxes associated with its purchases hereunder.

6. **Term and Termination.**

6.1. Term. Unless otherwise provided in an Order Form, this Agreement commences on the Effective Date and continues for a period of one (1) year thereafter (the "Initial Term"). Upon expiration of the Initial Term, and unless one party has provided the other party with written notice of non-renewal a minimum of sixty (60) calendar days prior to the expiration of the then-current term, then SUBSCRIBER may renew this Agreement, accepting any revisions made during the then-current term, for additional one (1) year periods (each a "Renewal Term") by paying the Renewal Quote in full prior to the start of the Renewal Term. The Initial Term, together with each Renewal Term, is referred to as the "Term" for purposes of this Agreement.

6.2. Termination by SUBSCRIBER or MEAL MAGIC. Either party may terminate this Agreement and any then-current Order Forms prior to the end of a Subscription Term if the other party: (a) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for thirty (30) calendar days following written notice of the breach or (b) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

6.3. Effect of Termination. No refunds of payments will be made, unless termination of this Agreement and any then-current Order Forms is a result of a contractual breach by MEAL MAGIC under Section 6.2, in which case SUBSCRIBER will be entitled to a refund of the pro-rata portion of fees associated with the remainder of the Subscription Term. SUBSCRIBER understands and agrees that upon expiration of the Subscription Term or termination of this Agreement, whichever occurs first, the rights granted under this Agreement and, in connection with any then-current Order Forms, will be immediately revoked and MEAL MAGIC may immediately deactivate SUBSCRIBER's account. SUBSCRIBER acknowledges and agrees that MEAL MAGIC may keep copies of SUBSCRIBER's Data solely to the extent necessary for the performance of its obligations under this Agreement. In no event shall any termination relieve SUBSCRIBER of the obligation to pay any fees payable to MEAL MAGIC for the period prior to the effective date of termination, unless otherwise stated in this Agreement.

6.4. Surviving Provisions. Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 7, shall survive termination or expiration of this Agreement.

7. **Confidentiality.**

7.1. Confidentiality. The parties acknowledge that while performing their obligations under this Agreement, each may receive Confidential Information. Each party covenants and agrees that neither it nor its agents, employees, officers, directors, or representatives will disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who require access to the Confidential Information to exercise its rights under this Agreement and who are bound by written agreement, with terms at least as restrictive as these, not to disclose third-party confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in this Agreement will prohibit or limit the Receiving Party's use of information: (i) previously known to it without obligation of confidence, (ii) independently developed by or for it without use of or access to the Disclosing Party's Confidential Information, (iii) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of this Agreement. The Receiving Party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. The Original Code, Documentation, and the structure, sequence, and organization of the MEAL MAGIC Product are Confidential Information of MEAL MAGIC or its licensors. SUBSCRIBER's Data is Confidential Information of SUBSCRIBER.

7.2. Disclosures.

7.2.1. Agreement. The terms and conditions of this Agreement may be shared publicly by either party. If required by law, SUBSCRIBER must publish this Agreement on its website.

7.2.2. Privacy Policy. MEAL MAGIC will maintain a written Privacy Policy, viewable in the MEAL MAGIC Product, that provides a summary overview of data collection, usage, and security. Specific data elements used by the MEAL MAGIC Product are listed in Exhibit C. If there is a conflict between the Privacy Policy and this Agreement, the terms and conditions of this Agreement shall prevail.

7.2.3. Subcontractors. MEAL MAGIC will maintain a list of active subcontractors on its corporate web site.

7.3. Destruction. Within five (5) business days after a Disclosing Party's request, unless otherwise provided in this Agreement, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information, provided, however, that the Receiving Party shall be entitled to retain archival copies of the Confidential Information of the Disclosing Party solely for legal, regulatory, or compliance purposes unless otherwise prohibited by law. The destruction of SUBSCRIBER's Data will be handled as stated in Exhibit A.

8. **Warranties, Exclusive Remedies, and Disclaimers.**

8.1. MEAL MAGIC Warranties. MEAL MAGIC warrants that (a) it has the legal power to, and hereby does, enter into this Agreement, (b) the MEAL MAGIC Product shall perform materially in accordance with the Documentation, and (c) MEAL MAGIC will use commercially reasonable measures to detect whether the MEAL MAGIC Product contains any Malicious Code. If the MEAL MAGIC Product does not conform to the warranty specified in Section 8.1(b) above, SUBSCRIBER must notify MEAL MAGIC within thirty (30) calendar days of the breach of warranty, and MEAL MAGIC agrees to use commercially reasonable efforts to cure the non-conforming portions of the MEAL MAGIC Product before SUBSCRIBER pursues any other remedies. MEAL MAGIC is not responsible for any non-compliance with this warranty resulting from or caused by any (i) Malicious Code present in the SUBSCRIBER's Data made available to MEAL MAGIC by SUBSCRIBER, or (ii) Modifications made by anyone other than MEAL MAGIC, including by way of example, Modifications made by SUBSCRIBER. SUBSCRIBER's sole and exclusive remedy for a breach of any of warranties contained in this Section 8.1 shall be to terminate the Agreement pursuant to Section 6.2 and, notwithstanding anything to the contrary in Section 5.1, have MEAL MAGIC refund to SUBSCRIBER the pro-rata unused portion of any pre-paid Subscription fees.

8.2. SUBSCRIBER's Warranties. SUBSCRIBER warrants that (a) it has the legal power to, and hereby does, enter into this Agreement, (b) it has all rights in and to the SUBSCRIBER's Data necessary to permit MEAL MAGIC to exercise its rights to access and use SUBSCRIBER's Data as permitted by this Agreement, and (c) SUBSCRIBER's Data or the media on which the SUBSCRIBER's Data resides does not contain any Malicious Code.

8.3. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN SECTION 8.1 AND AS PERMITTED BY APPLICABLE LAW, THE MEAL MAGIC PRODUCT IS PROVIDED TO SUBSCRIBER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. MEAL MAGIC'S PRODUCT OR SERVICE MAY BE SUBJECT TO LIMITATIONS OR ISSUES INHERENT IN THE USE OF THE INTERNET AND MEAL MAGIC IS NOT RESPONSIBLE FOR ANY PROBLEMS OR OTHER DAMAGE RESULTING FROM SUCH LIMITATIONS OR ISSUES.

9. **Limitation of Liability.**

9.1. Limitation on All Damages. EXCEPT FOR A BREACH OF SECTIONS 2.3, 2.4, 2.5 or 2.6, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE LESSER OF THE TOTAL AMOUNT PAYABLE TO MEAL MAGIC UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR GIVING RISE TO THE LIABILITY OR TWENTY-FIVE THOUSAND DOLLARS (\$25,000). THE FOREGOING SHALL NOT LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.

9.2. Disclaimer of Consequential Damages. EXCEPT FOR A BREACH OF SECTIONS 2.3, 2.4, 2.5 or 2.6, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.3. Scope of Limitations on Liability. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY NOT WITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT (CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE).

10. General.

10.1. Publicity. MEAL MAGIC may include SUBSCRIBER's name on customer lists.

10.2. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without the consent of the other party, to its affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all, or substantially all, of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. Any attempted assignment in breach of this Section shall be void.

10.3. Amendments. No provision of this Agreement may be amended or modified except by mutual agreement of both parties.

10.4. Notices. Notices regarding this Agreement shall be in writing and addressed to SUBSCRIBER at the mailing address and/or e-mail address SUBSCRIBER provides, or, in the case of MEAL MAGIC, when addressed via mail to Meal Magic Corporation, Attn. General Counsel, 11411 Skogen Lane, Grand Haven, Michigan 49417 USA, or via e-mail to legal@mealmagic.com. Notices regarding the MEAL MAGIC Product in general may be given by electronic mail to SUBSCRIBER's e-mail address on record with MEAL MAGIC.

10.5. Electronic Signatures. Electronic signatures and electronically transmitted documents are and will be binding, and each party consents to the use of the same for this Agreement and any other future transaction between the parties, and any signature of this Agreement or any schedule or document related to services to be performed by electronic means will constitute execution of the Agreement of such other documents by such party.

10.6. Excusable Delays. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.

10.7. Statute of Limitations. No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of a contractual breach, more than two (2) years after the occurrence of the contractual breach, or, in the event the contractual breach is not discovered by the injured party when it has occurred, more than two (2) years after the contractual breach could, in the exercise of due diligence, have been discovered by such party.

10.8. Legal Expenses. In any action related to this Agreement, if any party is successful in obtaining some or all the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable attorneys' fees and reasonable costs, unless determined otherwise by the court.

10.9. Relationship of the Parties. MEAL MAGIC and SUBSCRIBER are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

10.10. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.11. Equitable Relief. Except as otherwise provided, remedies specified herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.12. Governing Law, Jurisdiction and Venue. This Agreement will be governed by and interpreted according to the laws of the State of Michigan without regard to conflicts of law principles. It will not be governed by the United Nations Convention on the International Sale of Goods. Any disputes arising under this Agreement will be resolved exclusively in the state and federal courts in Kent County, Michigan. SUBSCRIBER hereby consents irrevocably to the jurisdiction of the Michigan courts.

10.13. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

10.14. Modifications. Because MEAL MAGIC Products, by their nature, are subject to ongoing revisions, MEAL MAGIC may modify or update this Agreement from time to time. Payments of Renewal Quotes indicate SUBSCRIBER's acceptance of the then-current terms and conditions of MEAL MAGIC's standard Subscription Agreement in place at the start of the Renewal Term.

10.15. Entire Agreement. This Agreement and any Order Forms or exhibits attached hereto or referenced herein represent the entire agreement of the parties and supersede all prior discussions, emails, and/or agreements including requests for proposals ("RFP"), between the parties and is intended to be the final expression of their Agreement. To the extent there is a conflict between this Agreement and any additional or inconsistent terms, including any pre-printed terms on SUBSCRIBER's purchase order, the terms of this Agreement shall prevail. Notwithstanding any language to the contrary therein, and except as set forth in Section 5.1, no terms stated in a purchase order or in any other order document (other than an Order Form expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. The Agreement and all exhibits hereto, including any related Order Forms may not be modified or altered except by written instrument, and no amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of SUBSCRIBER and MEAL MAGIC. All rights not expressly granted to SUBSCRIBER are reserved by MEAL MAGIC and its licensors.

Exhibit A

Terms of Use

1. Service. Subject to these Terms of Use and the terms of the Agreement, SUBSCRIBER shall have the right to access and use the MEAL MAGIC Product during the Subscription Term solely for SUBSCRIBER's own internal business purposes. The MEAL MAGIC Product may be accessed through a web browser and/or mobile web client.
2. Updates. During the Subscription Term, if SUBSCRIBER has paid the applicable fees and is complying with the terms and conditions of the Agreement, MEAL MAGIC shall provide automatic Updates. "**Updates**" may be comprised of Maintenance Releases and/or Feature Releases (as defined below).
 - 2.1. "**Maintenance Releases**" includes fixes to the MEAL MAGIC Product for known defects and does not intentionally introduce any new or modified application behavior.
 - 2.2. "**Feature Releases**" includes fixes to known defects and introduces new or modified application behavior or changes the available features or functionality of the MEAL MAGIC Product.
3. Third-Party Analytics Tools. SUBSCRIBER acknowledges that MEAL MAGIC may use third-party web analytics tools that serve cookies or similar tracking technologies through the MEAL MAGIC Product, on end-user devices, to collect Usage Data for the purposes described in Section 4.3.2. SUBSCRIBER will take such measures as are necessary to inform its end users about MEAL MAGIC's use of such web analytics tools in connection with the MEAL MAGIC Product. SUBSCRIBER hereby provides its consent to MEAL MAGIC to use cookies or tracking technologies served by those web analytics tools, in a manner that is consistent with industry practice.
4. Development. SUBSCRIBER agrees that it will not directly or indirectly conduct any activity that will degrade performance, including but not limited to: (a) conducting automated functionality tests, security scans, or load tests on the MEAL MAGIC Product, (b) creating Internet links to the MEAL MAGIC Product, and/or (c) deploying custom modifications that adversely impact the MEAL MAGIC infrastructure due to incompatible code, inefficient code, or architecture practices. If SUBSCRIBER does any of the foregoing, MEAL MAGIC shall have the right to terminate or suspend SUBSCRIBER's account and access to the MEAL MAGIC Product without any refund or credit until SUBSCRIBER corrects such violation to MEAL MAGIC's reasonable satisfaction.
5. Handling of SUBSCRIBER's Data Post Termination. Upon written request by SUBSCRIBER made within sixty (60) calendar days of the effective date of expiration or termination of the Agreement (the "**Post-Term Period**"), if SUBSCRIBER has paid in full amounts owed to MEAL MAGIC, then MEAL MAGIC shall grant SUBSCRIBER limited access to the Service for the sole purpose of permitting SUBSCRIBER to retrieve SUBSCRIBER's Data in report form and/or through exporting if available. Upon expiration of the Post-Term Period, MEAL MAGIC will have no further obligation to maintain for or provide to SUBSCRIBER any of SUBSCRIBER's Data and thereafter, unless legally prohibited, will delete all of SUBSCRIBER's Data in its systems or otherwise in its possession or under its control within thirty (30) calendar days. SUBSCRIBER may request in writing that the deletion of SUBSCRIBER's Data occur before the end of the Post-Term Period.

Exhibit B

Service Level Specifications

MEAL MAGIC's response time and resolution will vary based on the severity of the problem faced by SUBSCRIBER and the time of day in which SUBSCRIBER's problem occurs. MEAL MAGIC's normal hours of operation are Monday through Friday, 8:00 AM to 5:00 PM Eastern, excluding holidays.

Priority Code	SUBSCRIBER's Impact	Initial Contact with SUBSCRIBER	Goal Resolution Time for Errors
Level 1	Business Halted / Critical	Immediately when possible but no later than two (2) business hours	Provide a temporary work-around by the start of SUBSCRIBER's next business day or seventy-two (72) hours after the initial report time, whichever is sooner. Diligently pursue Error Correction and provide within ninety (90) calendar days after the initial report time.
Level 2	Business Impacted / High	Within four (4) business hours	Provide a temporary work-around within ten (10) business days after the initial report time. Make commercially reasonable efforts to pursue Error Correction and provide no later than the next release or one hundred twenty (120) calendar days after the initial report time, whichever is longer.
Level 3	Non-Critical Request / Low	Within one (1) business day	Provide Error Correction on a mutually agreed upon date, provided that the date will be no earlier than the next release or one hundred eighty (180) calendar days after reporting of the Error, whichever is longer.

Explanation of Priority Codes:

Level 1: Business Halted: a problem with the MEAL MAGIC Product that prevents SUBSCRIBER's ability to complete critical business functions. In these cases, troubleshooting is done over the phone. If an on-site visit is deemed necessary, the SUBSCRIBER will be responsible for all travel, lodging, and related expenses. Examples: MEAL MAGIC Product is down or not responding; Error message(s) that reflect a problem that will halt the SUBSCRIBER's business.

Level 2: Business Impacted: non-critical issues or questions that affect a person or group at SUBSCRIBER's site. A work-around has been identified so the person or group can use the MEAL MAGIC Product to perform their job. Troubleshooting is done over the phone. Examples: Reports fail with error messages.

Level 3: Non-Critical or Request: issues or questions that need a response but are not time critical. SUBSCRIBER requesting information or action that is not urgent.

Exhibit C

Schedule of Data

Application Technology Meta Data and Use Statistics

By the very nature of Internet protocols, MEAL MAGIC receives a variety of information when a user interacts with the MEAL MAGIC Product, such as, but not limited to, IP addresses, location, web browser type, device type, and modules used. Typically, such data reside in web logs that are purged from time to time. A user's IP address may be stored in association with an electronic signature but otherwise is not stored. The MEAL MAGIC Product makes minimal or no use of browser cookies.

Other Data Elements

Information listed here is stored in databases exclusively assigned to the SUBSCRIBER for the storage of SUBSCRIBER's Data. This data is supplied by SUBSCRIBER or collected from parents.

Student Information

Demographics

Date of Birth
Ethnicity
Race
Spoken Language

Enrollment

Grade
Homeroom
Homeroom Teacher's Name

Special Indicators

Low-income Status
Allergies
Homeless and Foster Care Status

Contact Information

Address
Email

Identifiers

School District ID Number
State ID Number
App-assigned ID Number
App Passcode
Name

Food Service

Account and Purchase History
Account Balance
Notes

Parent / Household Information

Address

Email
Phone
ID Number (linked to students)
Name
Low-income Assistance with Case Number
Income
SSN (last four digits)
IP Address (used with electronic signature)
List of Other Household Members and Incomes