

Nutrikids Point of Sale - Proposal

Date: 5/31/2007

Purchaser: Clay County Schools, FL

Contact: Wimberly Brackett

Sales Rep: Roy Olson



Pricing effective for 30 days from above date

Software Products	Qty	Price	Total	Price	Yearly Maintenance
					**First Year Included at no charge. **Yearly Maintenance includes all software enhancements and technical phone support.
POS Manager Software	1	1,695	1,695	195	
Free & Reduced Software	1	1,495	1,495	195	
Cafeteria License	36	1,200	43,200	8,820	\$245 per Cafeteria
Station License	79	250	19,750		
MyKids (MyNutrikids.com Online Prepayments)		No-Charge			Yearly Maintenance is not applicable
POS Multi-Line Discount	1	(13,100)	(13,100)		
Software Total			\$53,040	\$9,210	per year

POS Hardware Products	Qty	Price	Total	Price	Extended Hardware Warranty per year
					**All equipment comes with 1 year warranty.
1529L Monitor 15" USB / Serial LCD	1	670	670	55	\$55 per LCD per year
Touchscreen w / ELO driver					
Hardware Total			\$670	\$55	per year

Training & Set-Up (daily charges)	Qty	Price	Total
On-Site POS Training (plus travel expenses)	2	625	1,250
On-Site POS Go Live (plus travel expenses)	4	625	2,500
Training & Set-Up Total			\$3,750

Grand Total \$57,460

GENERAL NOTES:

- 1) IMPORTANT! REASONABLE TRAVEL EXPENSES FOR EVERY DAY ONE-SITE SHALL BE REIMBURSED IN ACCORDANCE WITH SCHOOL BOARD OF CLAY COUNTY'S POLICY INCLUDING AIR TRAVEL, LODGING AND OTHER RELATED CHARGES. NOTE POLICY ATTACHED.
- 2) All software and hardware is warranted for (1) year from the date received.
- 3) CA and NM - sales tax will be included on your invoice unless a tax exemption certificate is provided with your order.

NOTES SPECIFIC TO NUTRIKIDS POS:

- 1) If this Proposal includes software, hardware or services for Nutrikids POS, the required Terms & Conditions and Software License Agreement are included with this document.
- 2) The Mykids (MyNutrikids.com Online Prepayments) Service Agreement is included with this document.
- 3) Upon agreement to proceed, client must provide LBS with signed LBS proposal and an original district Purchase Order with "Terms & Conditions".
- 4) On-Site training and installation services performed from Nov 1st to April 30th will receive an off peak discount of \$100 per day on site. Discount to be applied to final invoice.

This Proposal is subject to written acceptance by the Purchaser and Lunchbyte Systems, Inc. and the Multi-Site Software License and Limited Warranty Agreement Point Of Sales (POS) and the Terms and Conditions POS Purchase, Installation, Training and Support attached hereto and made a part here of.

Accepted by Purchaser: Dorothy J. Harris
 Title: Director of Purchasing

Date: June 11, 2007

Accepted by LunchByte Systems, Inc.: _____
 Title: _____

Date: _____

6/7/2007

Clay County Schools
ATTN: Wimberly Brackett
900 Walnut Street
Green Cove Springs, FL 32043

Dear Wimberly:

This letter, when accepted by an authorized employee of Lunch Byte Systems, Inc., is an Amendment to the Terms and Conditions POS Purchase, Installation, Training and Support (the "Terms and Conditions") which are attached to and made a part of the Proposal dated 5/31/2007 and which will become a binding contract when signed by your authorized employee. The parties hereby agree that the Terms and Conditions are hereby amended as follows:

A. Section IV is hereby deleted in its entirety and the following is hereby substituted therefor:

IV. Purchase Price, Taxes and Payment Terms.

- A) The purchase price for the Goods and Services shall be as set forth in the Proposal (the "Purchase Price"). The Purchase Price, together with all applicable shipping charges, packaging charges, travel expenses (in accordance to Purchase Board Policy) and other special charges and taxes, but less any credits or deposits, shall be payable to Seller as follows:

Software and Hardware POS Purchase

1. Software amount, Hardware amount and shipping expenses billed in full upon delivery and paid in accordance with the Florida Prompt Payment Act, and
 2. The balance (including travel expenses) after the cutover ("go live") date shall be paid in accordance with the Florida Prompt Payment Act. No Services will be scheduled or rendered until all Software and Hardware are paid for in full.
- B) Purchaser shall pay all taxes based on or in any way measured by this Agreement on the Goods and Services, including any personal property taxes but, excluding taxes based on Seller's net income. Where applicable these taxes will be billed and collected by Seller to be remitted to the taxing authorities by Seller. Where Purchaser is exempt from payment of these taxes, Purchaser shall submit to Seller applicable exemption certificate from State authorities verifying their exemption at the time of the contract agreement.

- C) Any Seller invoice, which is paid in accordance with the Florida Prompt Payment Act, will bear a late charge of one and one half percent (1.5%) per month from the date of the invoice, but not to exceed the highest legal rate allowed by law. If Seller is required to take any legal action to collect any amount due from Purchaser pursuant to this Agreement, Purchaser will pay taxable costs of such action.

B. Section VI. D) is hereby deleted in its entirety and the following is hereby substituted therefor:

- D) The Purchaser will be responsible for any fees resulting from cancellation of travel once Purchaser commits to dates for On Site Installation and/or Training as long as cancellation is due to default of Purchaser. If cancellation is due to default of Seller no fees or travel charges shall be billed to Purchaser.

C. Section VII. A) is hereby deleted in its entirety and the following is hereby substituted therefor:

- A) Seller warrants that the Computer Hardware is free from defects in material and workmanship (the "Hardware Warranty") for a period of twelve (12) months from the date of receipt (the "Hardware Warranty Period").

D. Section XIII. is hereby deleted in its entirety and the following is hereby substituted therefor:

A) This Agreement may be terminated or cancelled by Seller if

1. Purchaser fails to pay Seller the Full Purchase Price when due;
2. Purchaser is in default of any provision of this Agreement and such default has not been cured within 20 days of written notice thereof given by the Seller, or
3. Purchaser seeks protection, voluntarily or involuntarily, under any bankruptcy laws.

B) This Agreement may be terminated or cancelled by Purchaser if

1. Sufficient budgeted funds are not available for a new fiscal period, the Purchasing department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.
2. Seller is in default of any provision of this Agreement and such default has not been cured with 20 days of written notice thereof given by the Purchaser.

C) In the event of any termination or cancellation of the Agreement, Seller may:

1. Declare all amounts owed to Seller up to the effective date of termination or cancellation to be immediately due and payable; and
2. Enter the Purchaser's premises and repossess the Computer Hardware, Miscellaneous Equipment, Software and all other items supplied by Seller hereunder.

D) The foregoing rights and remedies of Seller shall be cumulative and in addition to all other rights and remedies available to Seller in law and in equity.

E. Section XVIII B). is hereby deleted in its entirety.

F. Section XIII H). is hereby deleted in its entirety and the following is hereby substituted therefor:

H) The parties hereto agree that the exclusive venue and place of trial for the resolution of any disputes arising in connection with the interpretation or enforcement of this Agreement shall be either the United States District Court for the Middle District of Florida, Jacksonville, Florida or the Clay County Circuit Court, Green Cove Springs, Florida. This Agreement shall be governed by, and construed in accordance with, the law of the State of Florida pertaining to contracts made and to be wholly performed within such state, without taking into account conflict of laws principles.

G. As hereby amended, the Terms and Conditions are in all other respects ratified and confirmed and all the terms and conditions thereof shall remain in full force and effect. The capitalized terms in this Amendment shall have the meaning ascribed to them in the Terms and Conditions, unless otherwise defined herein.

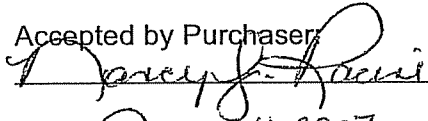
Please note: Nutrikids Perpetual Inventory, Purchasing, Bidding and Warehouse Management will be billed and shipped separately, and are not included in this Amendment.

When you are ready to confirm your POS order, simply return the signed original copies of the proposal form, this letter, and your District's Purchase Order, to **Attn: Nutrikids Order Administration** at the address listed below. We cannot begin processing your order until we receive the signed original copies of the Proposal and your Purchase Order.

We look forward to helping you serve the children in your district.

Sincerely,
Dave Turner

Accepted by Purchaser:



Date: June 11, 2007 Title:

Director of Purchasing

Accepted by LunchByte Systems, Inc.:

Date: _____

(LBS to sign and date after Purchaser)

6/7/2007

Clay County Schools
ATTN: Wimberly Brackett
900 Walnut Street
Green Cove Springs, FL 32043

Dear Wimberly:

This letter, when accepted by an authorized employee of Lunch Byte Systems, Inc., is an Amendment to the Multi-Site Software License and Limited Warranty Agreement Point of Sale (POS) (License Agreement) which are attached to and made a part of the Proposal dated 5/31/2007 and which will become a binding contract when signed by your authorized employee. The parties hereby agree that the License Agreement is hereby amended as follows:

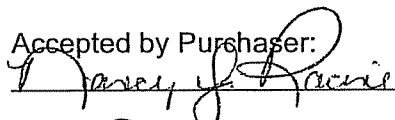
A. Section 12 is hereby deleted in its entirety and the following is hereby substituted therefor:

12. MISCELLANEOUS. This Agreement shall be governed by the substantive laws of the State of Florida with regard to conflicts of laws. This Agreement constitutes the entire Agreement between Lunch Byte and You will respect to its subject matter.

When you are ready to confirm your POS order, simply return the signed original copies of the proposal form, this letter, and your District's Purchase Order, to **Attn: Nutrikids Order Administration** at the address listed below. We cannot begin processing your order until we receive the signed original copies of the Proposal and your Purchase Order.

We look forward to helping you serve the children in your district.

Sincerely,
Dave Turner

Accepted by Purchaser:


Date: June 11, 2007 Title:

Accepted by LunchByte Systems, Inc.:

Date: _____

(LBS to sign and date after Purchaser)

TERMS AND CONDITIONS POS PURCHASE, INSTALLATION, TRAINING AND SUPPORT

These Terms and Conditions (the "Agreement") made and entered into between LunchByte Systems, Inc., having its principal offices at 550 Latona Road, Building F, Rochester, New York 14626 ("Seller"), and the purchaser (hereinafter "Purchaser") listed on the Nutrikids Point of Sale – Proposal (Proposal) to which these Terms and Conditions are attached.

I. Definitions. The following definitions shall apply for all purposes of this Agreement:

- A) "Computer Hardware" shall mean the computer hardware and device specifically listed on the Proposal, excluding all Software.
- B) "Goods and Services" shall mean the Computer Hardware, Software, Miscellaneous Equipment, Hardware Installation Services, Software Installation Services and Training which Seller has agreed to deliver and Purchaser has agreed to accept, all as set forth in the Proposal.
- C) "Hardware Installation Services" shall mean the performance of cabling, powering-up and passing of test routines (as provided by the manufacturer) of the Computer Hardware and Miscellaneous Equipment, if such services are set forth on the Proposal.
- D) "Maintenance Documentation" shall mean all documentation provided by the Seller related to the maintenance or servicing of the Computer Hardware, including, but not limited to, maintenance manuals, diagnostic and other maintenance software, schematics, timing diagrams and interfaces
- E) "Miscellaneous Equipment" shall mean all items furnished by Seller that are not Hardware or Software.
- F) "Proposal" shall mean the Nutrikids Point of Sale - Proposal accepted by Purchaser and to which the Terms and Conditions are attached and incorporated therein by reference.
- G) "Purchaser's Equipment" shall mean computer hardware, peripherals, software and consumables to be provided by Purchaser at its facility and not provided by Seller.
- H) "Software" shall mean all software which has been preloaded on the Computer Hardware by the manufacturer or Seller or which is loaded on Purchaser's Equipment by Seller pursuant to Software Installation Services purchased by Purchaser and set forth in the Proposal.

- I) "Software Installation Services" shall mean the loading of the Software on the Computer Hardware and the passing of test routines (as provided by the supplier of the Software) by the Software.
- J) "Technical Support" shall mean telephone support during Seller's normal business hours, which are from 7:00AM to 7:00PM (Eastern Standard Time), Monday through Thursday, and 7:00AM to 6:00PM (Eastern Standard Time) Friday, excluding holidays. Technical Support can be obtained by calling Seller's support line at 800-724-9853
- K) "Training Services" shall mean training in the use and maintenance of the Computer Hardware and Software.
- L) "User Documentation" shall mean the documentation normally made available by the Seller to purchasers of Computer Hardware relating to the use of the Computer Hardware; provided, however, User Documentation shall in no event include "Maintenance Documentation" (as defined in this Paragraph).

II. Title.

- A) Seller hereby sells to the Purchaser the Computer Hardware and Miscellaneous Equipment identified on the Proposal. Upon payment to Seller of the purchase price set forth on the Proposal, title to the Computer Hardware and Miscellaneous Equipment shall vest in the Purchaser.
- B) Title in and to the User Documentation and Maintenance Documentation shall remain solely in the Seller and, subject to the payment of the purchase price set forth in the Proposal, Purchaser shall have an unrestricted right to use the User Documentation and shall have a non-exclusive license to use the Maintenance Documentation.
- C) Seller hereby delivers to Purchaser licenses to use and operate the Software. Title in and to the Software shall remain solely in the owner of the Software and is subject to all existing licenses including Seller's Single User Software License and Limited Warranty Agreement attached hereto.

III. Shipping and packaging.

- A) The Seller shall select the mode of shipment of the Computer Hardware, Miscellaneous Equipment and/or Software and the cost of such shipment shall be Seller's then current area destination charge, which shall be added to the purchase price set forth in the Proposal. If Purchaser desires a different mode of shipment, Purchaser shall

advise Seller thereof, and Purchaser shall pay Seller any incremental costs associated with such different mode of shipment.

- B) The Computer Hardware, Miscellaneous Equipment and/or Software shall be packaged in accordance with Seller's then current packaging specifications for Computer Hardware and Software for the mode of shipment selected by Seller, and the cost of such packaging shall be included in the purchase price on the Proposal. If Purchaser desires or requires (including accommodating a different mode of shipment) different or special packaging, Purchaser shall advise Seller thereof, shall assume all liability therefor, and shall pay Seller all costs associated with such different or special packaging.
- C) The Computer Hardware, Miscellaneous Equipment and Software shall be delivered f.o.b. Purchaser's facility and Seller shall assume all risk of loss therefor during shipment.

IV. Purchase Price, Taxes and Payment Terms.

- A) The purchase price for the Goods and Services shall be as set forth in the Proposal (the "Purchase Price"). The Purchase Price, together with all applicable shipping charges, packaging charges, travel expenses, and other special charges and taxes, but less any credits or deposits, shall be payable to Seller as follows:

Software and Hardware POS Purchase

1. Software amount billed in full as a deposit upon acceptance of the Proposal (net 10);
2. Hardware amount and shipping expenses billed in full upon delivery of the Computer Hardware to Purchaser's site (net 10). Hardware will not be shipped until Software is paid for in full; and
3. The balance (including travel expenses) after the cutover ("go live") date (net 30). No Services will be scheduled or rendered until all Hardware is paid for in full.

Software Only

1. Billed in full plus shipping upon acceptance of the Proposal (net 30).

- B) Purchaser shall pay all taxes based on or in any way measured by this Agreement on the Goods and Services, including any personal property taxes but, excluding taxes based on Seller's net income. Where applicable these taxes will be billed and collected by Seller to

be remitted to the taxing authorities by Seller. Where Purchaser is exempt from payment of these taxes, Purchaser shall submit to Seller applicable exemption certificate from State authorities verifying their exemption at the time of the contract agreement.

- C) Any Seller invoice, which is paid more than thirty (30) days after it is issued, will bear a late charge of one and one half percent (1.5%) per month from the date of the invoice, but not to exceed the highest legal rate allowed by law. If Seller is required to take any legal action to collect any amount due from Purchaser pursuant to this Agreement, Purchaser will pay all attorney fees and costs of such action.

V. Hardware Installation Services and Software Installation Services.

- A) If Purchaser has purchased Hardware Installation Services which are set forth on the Proposal, Purchaser shall have the exclusive responsibility for preparing and maintaining the site for the Computer Hardware and Miscellaneous Equipment, including, without limitation, providing power and environmental requirements (as specified by Seller), wiring, network connections and communications lines, and for obtaining and maintaining the necessary permits and certifications therefor. Prior to scheduling Hardware Installation Services at Purchaser's facility, Purchaser will certify to Seller in writing that it has satisfied all of Seller's pre-installation requirements. Purchaser's failure to prepare and maintain the site and to obtain the necessary permits and certifications shall delay Seller's obligation to perform Hardware Installation Services. If upon arrival at Purchaser's site, Seller cannot immediately commence Hardware Installation Services due to Purchaser's failure to complete its obligations pursuant to this Subparagraph, then Purchaser will reimburse Seller for any and all additional costs Seller incurs.
- B) If Purchaser has purchased Hardware Installation Services which are set forth on the Proposal, Seller shall perform the Hardware Installation Services at the facility designated by the Purchaser, as soon as reasonably practicable after delivery of the Computer Hardware and Miscellaneous Equipment to the Purchaser's facilities. If Seller is precluded from performing Hardware Installation Services by applicable law or union contract, Purchaser may require that Seller supervise others in the performance of such Hardware Installation Services and Purchaser shall bear all incremental costs for the performance thereof.
- C) If Purchaser has not purchased Hardware Installation Services, but has purchased Software Installation Services and/or Training Services, then prior to Seller arriving at Purchaser's site to perform the Software Installation and/or Training Services, Purchaser will have installed and

tested all hardware and software purchased from third parties ("Purchaser's Equipment") and certified to Seller in writing that Purchaser's Equipment is operating in accordance with the manufacturer's specifications and any requirements specified by Seller. During the term for Software Installation and/or Training Services, Purchaser shall provided Seller with access to Purchaser's Equipment and with sufficient workspace required to perform Software Installation Services and/or Training Services. If upon arrival at Purchaser's site, Seller cannot immediately commence Software Installation Services and/or Training Services due to Purchaser's failure to complete its obligations pursuant to this Subparagraph, then Purchaser will reimburse Seller for any and all additional costs Seller incurs.

- D) During the term hereof, Purchaser shall take such action as may be necessary to permit Seller to perform the Hardware and/or Software Installation Services without interference from Purchaser or third parties.
- E) The Hardware Installation Services and/or Software Installation Services required to be performed hereunder shall be subject to Purchaser's written acceptance; but, if Purchaser has not rejected such services within thirty (30) days after completion thereof and the Computer Hardware, Miscellaneous Equipment and/or Software has passed the test routines therefor, as supplied by the supplier of the Computer Hardware, Miscellaneous Equipment and Software, acceptance shall be deemed to have been given.

VI. Performance of Training Services.

- A) Seller shall provide the number of man days of Training Services set forth in the Proposal at the times and places mutually acceptable to Seller and Purchaser, said Training Services to be performed at Purchaser's facility by personnel knowledgeable in the use and maintenance of the Computer Hardware and Software.
- B) Seller shall be responsible for providing appropriate student and instructor materials and shall have copies of student materials for each person attending the Training Services or shall provide Purchaser, prior to the performance of such Training Services, with masters thereof for duplication by Purchaser.
- C) During the period that Seller is performing Training Services, Purchaser shall provide Seller with access to the Computer Hardware and Miscellaneous Equipment or Purchaser's Equipment and with sufficient and appropriate space to conduct Training Services.

- D) The Purchaser will be responsible for any fees resulting from cancellation of travel once Purchaser commits to dates for On Site Installation and/or Training.

VII. Hardware Warranty.

- A) Seller warrants that the Computer Hardware is free from defects in material and workmanship (the "Hardware Warranty") for a period of twelve (12) months from the date of shipment (the "Hardware Warranty Period").
- B) The Hardware Warranty is for factory repair of the Computer Hardware. Seller's liability shall be limited to repair of the Computer Hardware defect or, at Seller's option, replacement with an equivalent reconditioned unit.
- C) Seller shall incur no obligation under the Hardware Warranty if any of the following conditions apply:
 - 1. The allegedly defective goods are not returned to Seller within the Warranty Period;
 - 2. Seller's tests disclose that the alleged defect is not due to defects in material or workmanship;
 - 3. Modifications or repairs have been attempted to the Computer Hardware by any party other than Seller;
 - 4. The Computer Hardware has been damaged by misuse, abuse of any kind, misapplication, or accident;
 - 5. Any part of the Computer Hardware label has been removed; or
 - 6. Attachments, features or devices are employed on the Computer Hardware that are not approved by the Seller.
- D) EXCEPT AS AND TO THE EXTENT EXPRESSLY PROVIDED IN THIS PARAGRAPH, AND IN LIEU OF ALL OTHER WARRANTIES, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE COMPUTER HARDWARE.
- E) If Purchaser did not purchase Purchaser's Equipment from Seller, then Purchaser shall be solely responsible for the selection, use, efficiency and suitability of Purchaser's Equipment.

VIII. Return Procedures for Repairs to Computer Hardware.

A) In the event that repairs to the Computer Hardware are required, as determined by Seller's technical support staff, Purchaser must then obtain a Return Material Authorization ("RMA") number in order to return the equipment to the Seller. The RMA number can be obtained from the Seller's repair department in Rochester, NY by phone, fax, or letter and the unit(s) returned as follows:

1. Seller's hours of operation for personal phone support to obtain a RMA are 8:00AM to 5:00PM (Eastern Standard Time).
2. Seller's Phone: 585-227-6740 or 800-724-9853; Fax: 585-227-8594
3. Computer Hardware is to be returned to the address in this Subparagraph or to such other address provided by Seller, with the RMA # clearly showing on the address label. Send to: LunchByte Systems, Inc., 550 Latona Road, Building F, Rochester, NY, 14626, RMA#: _____
4. In order to process Purchaser's RMA and repair request, Purchaser must provide the following information:
 - a. Company name & address
 - b. Contact name, phone & fax No., or e-mail address
 - c. Model, part & serial No. of unit(s) in need of repair
 - d. Detailed description of the problem
5. All returns MUST display a valid RMA number on the outside of the shipping container or package. Any Computer Hardware returned without an RMA number will be refused. RMA numbers are valid for thirty (30) days from the date of issuance.
6. Hardware Warranty status will be determined at the time of a RMA request.

B) At the discretion of the Seller, when Computer Hardware returned within the Hardware Warranty Period is deemed non-repairable, it may be replaced with an equivalent reconditioned unit or repaired as follows:

1. Seller will use commercially reasonable efforts to either repair or, at its option, replace defective Computer Hardware covered under the Hardware Warranty within ten (10) working days of receipt.
2. All Purchaser returns must be shipped freight pre-paid. Seller will return ship all repairs UPS ground, or a similar service, pre-

paid to the Purchaser. Expedited freight is at Purchaser's expense, but does not affect repair time.

3. Unless otherwise specified, all repaired Computer Hardware will be returned in the same condition, i.e. packaging and accessories, as it was received.
4. The warranty period for repaired or replaced Computer Hardware shall be the remainder of the original warranty or thirty days (30), whichever is greater.
5. Computer Hardware warranties are for factory repair, not replacement.

C) If Computer Hardware is out of the Hardware Warranty Period, deemed to have failed for reasons other than those covered by the Hardware Warranty or is returned for repair and found to be in operating order, the following will apply:

1. A Purchase Order must be provided for out-of-warranty repair costs if applicable. Repair costs vary according to model and are subject to change without notice. A basic charge of **\$125.00 per unit** will apply. A repair estimate for additional charges will be prepared for Purchaser approval prior to completing the repair if necessary. If Purchaser approval is not obtained within the 10 day period after the repair estimate is provided, the unit will be returned and an invoice for the basic charge of \$125.00 will be submitted.
2. If Computer Hardware is deemed to have failed for reasons other than those covered by the Hardware Warranty, the basic repair charge of \$125 per unit will be assessed for services rendered to the Computer Hardware. A basic charge of \$125.00 per unit will apply when the Purchaser decides not to repair the Computer Hardware.
3. If Computer Hardware is returned for repair and found to be in operating order (i.e., no problem found), a bench charge of **\$75.00 per unit** will be assessed for testing and trouble shooting.
4. All returns must be shipped freight pre-paid to the Seller or its designated agent. Return shipments to the Purchaser will be via UPS ground, or a similar service, unless specified otherwise. Shipments are FOB factory.
5. Repairs or replacement units, for out of warranty units, will carry a 30 day warranty.

D) Return Procedures for D.O.A. Items:

1. In addition to meeting the above criteria for all Hardware Warranty repairs, dead on arrival ("D.O.A.") returns are defined

as a failure directly out of the factory box, or within thirty (30) days from the date of original shipment (subject to verification).

2. Equipment meeting the D.O.A. definition will be replaced at no charge via overnight shipment, subject to availability.
3. If the DOA Computer Hardware is not returned to Seller (with an RMA number) within 20 days, the replacement Computer Hardware will be invoiced at list price.

IX. Product Return Policy and Procedure.

- A) Seller does not accept returns after 60 days from the date on the packing slip.
- B) Seller will assess a fifteen percent (15%) restocking fee, plus shipping and handling, which will be deducted from any refund or credit. Purchaser will not receive credit for any damaged Computer Hardware or Software media.
- C) Do not return product without authorization or it will not be accepted. You must obtain a Return Material Authorization (RMA) number. The RMA number can be obtained from the Seller's Sales department in Rochester, NY by phone, fax, or letter.
 1. Seller's hours of operation for personal phone support to obtain the RMA number are 8:00AM to 5:00PM Eastern Standard Time on normal business days.
 2. Seller's Phone: 585-227-6740 or 800-724-9853; FAX 585-227-8594.
 3. Product is to be returned to the address in this subparagraph or to such address provided by Seller, with RMA number clearly showing on the address label. Send to: Lunchbyte Systems, Inc., 550 Latona Road, Building F, Rochester, NY 14626, RMA # : _____
 4. In order to process Purchaser's return request, Purchaser must provide the following information:
 - a. Company name & address
 - b. Contact name, phone & fax No., or e-mail address
 - c. Model, part & serial No. of unit(s) to be returned
 5. You must ship the products to Lunchbyte Systems, Inc. within five days of the date that Lunchbyte Systems, Inc. issues the Return Material Authorization number. Return Shipping instructions are as follows:

- a. You must return the products to Lunchbyte Systems, Inc. in their original packaging, in as-new condition along with any media, documentation, and all other items that were included in the original shipment,
- b. All returns must display the RMA number on the outside of the container or package. Any computer hardware returned without RMA number will be refused,
- c. Purchaser agrees to prepay shipping charges,
- d. Insure the shipment for full value of items returned or accept the risk of loss or damage during shipment.

X. Training Services Warranty.

Seller warrants that the Training Services will be conducted in a professional manner and that, upon completion thereof, Purchaser's employees will have been instructed in the use and maintenance of the Computer Hardware and Software (the "Training Warranty"). WHILE SELLER BELIEVES THE TRAINING MATERIALS USED IN THE PERFORMANCE OF THE TRAINING SERVICES ARE ACCURATE AND CORRECT, SELLER DOES NOT WARRANT THE ACCURACY OR THE CORRECTNESS OF SUCH MATERIALS. THE FOREGOING NOTWITHSTANDING, SELLER DOES NOT WARRANT THE RESULTS OF THE TRAINING SERVICES PERFORMED HEREUNDER, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

XI. Installation Warranty.

Seller warrants that the Hardware Installation Services if purchased by the Purchaser and the Software Installation Services shall be of good quality and workmanship and shall be in accordance with the procedures for installation set forth by the suppliers of the Computer Hardware, Miscellaneous Equipment and Software (hereinafter collectively referred to as the "Installation Warranty"). EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, SELLER DOES NOT WARRANT THE HARDWARE INSTALLATION SERVICES AND/OR SOFTWARE INSTALLATION SERVICES PERFORMED HEREUNDER, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

XII. Miscellaneous Equipment Warranty.

Seller warrants that the Miscellaneous Equipment is free from defects in material and workmanship (the "Miscellaneous Equipment Warranty") at the time of acceptance by the Purchaser. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH REGARD TO THE MISCELLANEOUS EQUIPMENT.

XIII. Termination or Cancellation.

A) This Agreement may be terminated or cancelled by Seller if

1. Purchaser fails to pay Seller the full Purchase Price when due;
2. Purchaser is in default of any provision of this Agreement and such default has not been cured within 20 days of written notice thereof given by the Seller, or
3. Purchaser seeks protection, voluntarily or involuntarily, under any bankruptcy laws.

B) In the event of any termination or cancellation of this Agreement, Seller may:

1. Declare all amounts owed to Seller to be immediately due and payable; and
2. Enter the Purchaser's premises and repossess the Computer Hardware, Miscellaneous Equipment, Software and all other items supplied by Seller hereunder.

C) The foregoing rights and remedies of Seller shall be cumulative and in addition to all other rights and remedies available to Seller in law and in equity.

XIV. Limitation of Liability.

A) IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST REVENUE, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

B) IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF THE SELLER IN THE DELIVERY OR

INSTALLATION OF THE COMPUTER HARDWARE OR SOFTWARE
OR IN THE PERFORMANCE OF INSTALLATION SERVICES OR
OTHER SERVICES UNDER THIS AGREEMENT.

XV. *Software.*

Any and all software provided by Seller to Purchaser shall be subject to the terms and conditions of separate software license agreements.

XVI. *Confidentiality.*

Purchaser agrees that the training materials used by Seller in the performance of the Training Services are confidential and proprietary to Seller. Purchaser shall not disclose such training materials to third parties and shall limit access to the training materials and Training Services to those employees who are actively engaged in the use and/or maintenance of the Computer Hardware and Software.

XVII. *Excusable Delay.*

Neither party shall be liable to the other for any delays in the performance of Hardware Installation Services, Software Installation Services or Training Services hereunder or for any failure to perform hereunder if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond the reasonable control of the party seeking to excuse such delays or failures.

XVIII. *General.*

- A) This Agreement shall be effective upon acceptance in writing of the Proposal by an authorized representative of Purchaser.
- B) Any cause of action arising out of or related to this Agreement must be brought no later than one (1) year after the cause of action has accrued.
- C) This Agreement and the Nutrikids Point of Sale Proposal or POS Contract to which it is attached are the sole agreements between the parties relating to the subject matter hereof and supersede all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may only be amended by a writing executed by the authorized representatives of both parties.
- D) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

- E) No modification or waiver of this Agreement or any part hereof shall be effective unless in writing and signed by the party or parties sought to be charged therewith. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. No course of dealing between or among any of the parties hereto will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.
- F) If any provision of this Agreement shall be held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- G) Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (i) upon delivery, (ii) on the third day following delivery to the U.S. Postal Service as certified or registered mail, return-receipt requested and postage prepaid, or (iii) on the first day following delivery to a nationally recognized United States overnight courier service, fee prepaid, return-receipt or other confirmation of delivery requested. Any such notice or communication shall be delivered or directed to a party at its address set forth on the Proposal or at such other address as may be designated by a party in a notice given to all other parties hereto in accordance with the provisions of this Section.
- H) The parties hereto agree that the exclusive venue and place of trial for the resolution of any disputes arising in connection with the interpretation or enforcement of this Agreement shall be either the United States District Court for the Western District of New York, Rochester, New York or the Monroe County Supreme Court, Rochester, New York. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York pertaining to contracts made and to be wholly performed within such state, without taking into account conflict of laws principles.
- I) The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- J) This Agreement shall be construed according to its fair meaning, the language used shall be deemed the language chosen by the parties hereto to express their mutual intent, and no presumption or rule of strict construction will be applied against any party hereto.

K) Purchaser may not assign or transfer its interest in this Agreement without the prior written consent of Seller.

MULTI-SITE SOFTWARE LICENSE AND LIMITED WARRANTY AGREEMENT
Point of Sale (POS)

This is a legal agreement between You, the Licensee and Lunch Byte Systems, Inc., with its principal office located at 550 Latona Road, Building F, Rochester, New York 14626 ("Lunch Byte"). By accepting the Nutrikids Point of Sale – Proposal (the "Proposal") to which this License is attached, You are agreeing that the following terms and conditions will apply to Your use of Lunch Byte's Point of Sale software (hereinafter collectively referred to as the "Software") and to Your use of the documentation, as hereinafter defined, included with the Software ("Documentation"). This is a License Agreement and not an agreement for sale.

1. **GRANT OF LICENSE.** LunchByte grants You a nonexclusive, and nontransferable license to use the Software and Documentation in the number of cafeterias and on the number of stations set forth on the original signed and dated Proposal. *Documentation shall mean the end-user manual that describes installation, use and operation of the Software and shall include the Technical Specifications referred to in Paragraph 6.* Lunch Byte grants no other rights in the Software or Documentation and retains the right to terminate this Agreement at any time should You violate any of its terms.

2. **OWNERSHIP AND TITLE.** LunchByte owns exclusive title to the Software, the Documentation and all your copies of this Software. Lunch Byte's ownership and rights are protected by United States patent and copyright laws and international treaty provisions. Lunch Byte is not aware of any patent, copyright or other rights which may be infringed by Your use of the Software or Documentation. This License is not a sale of any interest in the original copy of the Software or Documentation or in any subsequent copies regardless of their form.

3. **COPIES PERMITTED.** You may make copies of this Software for back-up, security and archival purposes only, but may only use the Software in conjunction with the number of cafeterias and stations specified in the original signed and dated Proposal, and for no other purpose. You must include Lunch Byte's copyright notice on any such copies. Any other copying of the Software, regardless of whether it has been modified, merged or included with other software, or of the Documentation, is prohibited by this License and by federal law.

4. **USE RESTRICTIONS.** You may move Licensed copies of the Software from one of Your computers to another computer owned by You, provided the Licensed copies reside only on the computers serving the number of cafeterias and stations set forth in the original signed and dated Proposal at any time. You may not give copies of the Software or Documentation or transfer this License to any other person or entity, nor lend, rent, lease, license, sublicense, sell or otherwise dispose of the Software or the Documentation or the right to use the Software or Documentation to any other party. You may not use this Software or Documentation in more cafeterias or for more stations than the number specified in the original signed and dated Proposal. You also may not adapt, modify, decompile, disassemble, reverse engineer, translate or create any derivative works based upon the Software, or adapt, modify, translate or create derivative works based upon the Documentation.

5. **CONDITION OF LICENSE AND TERMINATION.** This License is granted to You on the express condition that You will only use the Software and Documentation in accordance with the terms of this License Agreement. If You fail to comply with any of the restrictions stated in this License, the License will be deemed terminated without notice to You, and You may no longer use the Software and Documentation and are required to return the original and all existing copies of the Software and Documentation to Lunch Byte, or to destroy all copies.

6. **LIMITED WARRANTY.** LUNCH BYTE WARRANTS TO YOU, THE ORIGINAL LICENSEE, THAT FOR A PERIOD OF ONE (1) YEAR FROM THE GO LIVE DATE: (A) THE DISKS ON WHICH THE SOFTWARE IS RECORDED ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE, AND (B) THE SOFTWARE WHEN PROPERLY LOADED INTO AN APPROPRIATE COMPUTER, WILL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS SPECIFICALLY TITLED AND IDENTIFIED AS SUCH IN THE DOCUMENTATION.

7. **DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY WHICH APPEARS ABOVE, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED AS IS WITHOUT ANY OTHER WARRANTY CONCERNING THE USE, OR THE RESULTS OF USE, OF THE SOFTWARE OR THE DOCUMENTATION, AND WITHOUT ANY WARRANTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR

ERROR FREE. THIS WARRANTY SHALL NOT APPLY TO ANY FAILURE OR NONCONFORMITY IN THE SOFTWARE RESULTING FROM ACCIDENT, MISUSE OR MISAPPLICATION.

8. **CUSTOMER'S EXCLUSIVE REMEDY.** LUNCHBYTE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM ARISING FROM THIS AGREEMENT OR FROM YOUR USE OF THE SOFTWARE OR DOCUMENTATION, SHALL BE, AT LUNCH BYTE'S OPTION, EITHER (A) RETURN OF THE PURCHASE PRICE OR (B) REPLACEMENT OF THE SOFTWARE WHICH DOES NOT CONFORM TO LUNCH BYTE'S LIMITED WARRANTY AND WHICH IS RETURNED WITHIN THE WARRANTY PERIOD TO LUNCH BYTE. ANY REPLACEMENTS OF SOFTWARE WILL BE WARRANTED FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD.

9. **NO OTHER WARRANTIES.** THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. YOU AGREE THAT NO ORAL OR WRITTEN REPRESENTATION, DEMONSTRATION, STATEMENTS, ADVICE OR ADVERTISEMENTS BY LUNCH BYTE, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES CONSTITUTES ANY WARRANTY OR MODIFICATION OF THIS STATED DISCLAIMER AND LIMITED WARRANTY.

10. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** NEITHER LUNCH BYTE NOR ANY OTHER PERSON OR ENTITY INVOLVED IN THE DEVELOPMENT, PRODUCTION, MARKETING OR DELIVERY OF THE SOFTWARE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, INFRINGEMENTS OF PATENT, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO REALIZE SAVINGS) OR LIKE DAMAGES, REGARDLESS OF THE LEGAL BASIS FOR SUCH LIABILITY, RELATED TO THE USE OR THE INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF LUNCH BYTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE CUSTOMER REMEDY IDENTIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

11. **TECHNICAL SUPPORT.** Telephone support is available at no charge during the first year from the Go Live date. You can contact Lunch Byte technical support by telephoning (585) 227-6740, Monday through Thursday from 7:00 AM to 7:00 PM (EST) and Friday from 7:00 AM to 6:00 PM, excluding holidays.

12. **MISCELLANEOUS.** This Agreement shall be governed by the substantive laws of the State of New York without regard to conflicts of laws. This Agreement constitutes the entire Agreement between Lunch Byte and You with respect to its subject matter.

If You have any questions regarding this Agreement or wish to contact Lunch Byte for any reason, please write to:

David Turner,
Operation Manager
Lunch Byte Systems, Inc.
550 Latona Road, Building F
Rochester, New York 14626

SERVICE AGREEMENT MYKIDS

(For Clay County School District)

This Service Agreement ("Agreement") made as of the date set forth below between Lunch Byte Systems, Inc., a New York corporation, having its principal office at 550 Latona Road, Building F, Rochester, New York 14626 ("LunchByte") and the undersigned school district with its principal office set forth below ("District").

WITNESSETH:

WHEREAS, District has purchased from LunchByte proprietary software for point of purchase sales for its school breakfast and lunch program ("Meal Program"); and

WHEREAS, LunchByte hosts www.MyNutrikids.com, a website ("Website") where parents and guardians of children enrolled in District [collectively the "Parent(s)"] can create an account for their children to make deposits and view balances to prepay for their Meal Program; and

WHEREAS, District desires to retain LunchByte to collect money from and maintain balances for Parents who want to participate in their prepaid Meal Program ("MyKids").

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SERVICES PROVIDED BY LUNCHBYTE.

A. LunchByte has established and will maintain the Website secured by an internationally recognized security provider (currently VeriSign, but LunchByte reserves the right to change security providers without notice to District). District will furnish to the parent of each child in its school district their child's identification number ("ID Number") and the address of the Website.

B. The Website shall allow each Parent to enter the Website and establish an account with a unique user name and password ("User Account").

C. Upon opening a User Account, a Parent can deposit money via the secure online payment service ("Payment Service") (currently PayPal, but LunchByte reserves the right to change the Payment Service without notice to District) which will be credited to the student ID Number ["Deposit(s)"]. After opening a User Account, a Parent can monitor balances and deposit more money at anytime.

D. Deposits that have been verified by Payment Service are immediately available and ready to be imported into the District's licensed version of the NUTRIKIDS POS system from the Website server. The import process ("Account Updates") shall update District's student accounts and make the updated account balance immediately available for use by each account holder. There are numerous factors that may contribute to the delay of processing the prepayments, some of which are beyond our control. LunchByte makes no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system or the U.S. Postal Service.

E. LunchByte will use the Automated Clearing House (ACH) Network to make electronic funds transfer payments to District of all money collected for District since the previous ACH payment, less the "Transaction Fees" (as that term is hereinafter defined) LunchByte charges for online payment processing costs and ACH funds transfer services which District hereby authorizes LunchByte to retain as payment for the services rendered under this Agreement ("Net Remittance"). Each Net Remittance will be supported by an e-mail to the District containing the Deposit amount collected and Transaction Fees charged to the District in the event the District is paying any portion of the Transaction Fees.

F. LunchByte will maintain a separate account for the Net Remittance until it is transferred to District ("Separate Account"). The Separate Account shall be a custodial account established by LunchByte and shall not constitute a trust fund. Except on days when LunchByte's offices are closed, ACH transfers will be made on Tuesday mornings of each week. Transfers shall be made each Tuesday and account for all approved transaction deposits since the previous ACH payment (previous Tuesday after 10am EST). Upon the transmission of the ACH payment, the District's Food Service Director will receive an email confirmation that states the amount of the ACH payment. The payments typically take up to two business days to be transferred to the District's bank.

G. LunchByte will maintain an email help desk for Parents utilizing the Website to address technical issues Parents may experience with the Website. This email address shall be displayed on the Website. District shall not provide the LunchByte telephone number(s) or LunchByte employees' email addresses to Parents, except as required by law. District shall provide contact information to LunchByte for District employee who will serve as a reference to Parents for balance and reporting inquiries. LunchByte shall display the District reference contact information on the Website.

2. PRIVACY. The Privacy Policy of LunchByte is attached hereto as Exhibit A and maybe updated from time to time upon written notice given by LunchByte to District.

3. COST AND PAYMENT.

A. There is no initial cost of establishing the MyKids service.

B. LunchByte will be paid and will collect a fee for each transaction of three and one-half percent (3.5%) of the total amount of the transaction ("Processing Fee") plus 30/100 Dollar (\$0.30) ("Flat Fee") (the Processing Fee and Flat Fee are hereinafter referred to as the "Transaction Fee").

C. District elects to pay the percentage of the Transaction Fee designated below which will be deducted from the Deposit amount and the balance will be charged to the Parent's credit/debit card or Payment Service account (check one box):

0% 25% 50% 75% 100%

(Example: Election of 0% by the District means that Parents pay 100% of the Transaction Fee).

4. REFUNDS. LunchByte will not be liable for the refund of any Deposits. All refunds of Deposits not used will be made by and are the sole responsibility of the District.

5. REPRESENTATION AND WARRANTIES OF DISTRICT. District represents and warrants that:

A. It will perform daily Account Updates. LunchByte will not be liable for the failure of District to timely perform such Account Updates;

B. It has access to and will maintain access to the world wide web (internet);

C. It will keep all student data current and shall provide it to the Website during the daily Account Updates, subject to Section 5 D below;

D. The District will comply with the Family Educational Rights and Privacy Act and will not be required to disclose any information in violation of that Act; and

E. Upon request, it will promptly refund the unused portion of any Deposit to the Parents.

6. REPRESENTATIONS AND WARRANTIES OF LUNCHBYTE. LunchByte warrants and represents to District that it is the sole author and proprietor of the Website.

7. INDEMNIFICATION.

A. District shall indemnify and save harmless LunchByte its affiliates and their respective successors and assigns from, against, for and in respect of:

1. Any loss or damage incurred or required to be paid because of the breach of any representation, warranty, covenant or agreement of District in this Agreement or in any document delivered by District pursuant to this Agreement; and

2. Any expense incurred or required to be paid in connection with any matter indemnified against in this Section, excluding attorney fees but including expenses

B. LunchByte shall indemnify and save harmless District, its respective successors and assigns from, against, for and in respect of:

1. Any loss or damage incurred or required to be paid because of the breach of any representation, warranty, covenant or agreement of LunchByte in this or in any document delivered by LunchByte pursuant to this Agreement;

2. Any expense incurred or required to be paid in connection with any matter indemnified against in this Section, excluding attorney fees but including expenses

C. Notice. The indemnified party shall use its best efforts to give prompt written notice to the indemnifying party or parties of any claim or event known to it which does or may give rise to a claim by the indemnified party against the indemnifying party or parties based on this Agreement, stating the nature and basis of said claims or events and the amounts thereof, to the extent known.

8. LIMITATION OF LIABILITY.

A. IN NO EVENT SHALL LUNCHBYTE BE LIABLE TO DISTRICT FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, OR THE ACCURACY OR CORRECTNESS OF THE WEBSITE OR THE INFORMATION CONTAINED THEREIN, EVEN IF LUNCHBYTE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. LUNCHBYTE'S LIABILITY TO DISTRICT HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT DISTRICT PAID TO LUNCHBYTE HEREUNDER.

B. IN NO EVENT SHALL LUNCHBYTE BE LIABLE TO DISTRICT FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF LUNCHBYTE IN PROVIDING ACCESS TO THE WEBSITE UNDER THIS AGREEMENT OR TO THE ACCURACY OR CORRECTNESS OF THE WEBSITE OR THE INFORMATION CONTAINED THEREIN.

9. TERM. Notwithstanding any thing herein to the contrary, this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

10. GENERAL. This Agreement shall be constructed in accordance with and governed by the laws of the State of Florida without reference to its conflicts of law principles. The parties hereto agree that the exclusive venue and place of trial for the resolution of any disputes arising in connection with the interpretation or enforcement of this Agreement shall be either the United States District Court for Middle District of Florida, Jacksonville, Florida or the Clay County Circuit Court, Green Cove Springs, Florida. This Agreement shall be binding upon and inure to the respective successors, legal representatives, heirs and assigns of the parties hereto. No rights of third-party beneficiaries exist or are intended to exist under this Agreement. Headings and subheadings herein and in any Exhibits hereto are for convenience of reference only and are not of substantive effect. There are no oral agreements in connection with this Agreement. This Agreement constitutes the entire agreement of the parties hereto, and supersedes any prior agreements or understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended orally or by any course of conduct or usage of trade but only by an agreement in writing duly executed by the parties hereto. Any waiver of a breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision of this Agreement. If any article, paragraph, section, portion, subsection, subparagraph or subportion of this Agreement shall be determined to be unenforceable or invalid, it shall not affect the

remainder of this Agreement, which shall be and remain binding and effective as against all parties hereto. Any notice required under this Agreement will be deemed given when mailed by regular mail postage paid to the appropriate party at the address first set forth above for LunchByte, at the address set forth below for District or to any other address to which a party has specified by notice given to the other party pursuant to this sentence. Both parties may assign this Agreement without the consent of the other. The representations, warranties and obligations of the parties hereto shall survive the termination of this Agreement. If performance of a party under this Agreement is delayed or prevented through no fault of its own by reason of labor disputes, inability to procure materials, failure of utility service, restrictive governmental laws or regulations, riots, insurrections, war, adverse weather, acts of God, or other similar cause(s) beyond the control of either party, the performance of such obligation shall be excused for the period of the delay.

IN WITNESS whereof the parties hereto have executed this Agreement this 11 of June, 2007

LUNCH BYTE SYSTEMS, INC.

By: _____

(title)

School Board of Clay County
(District)
By: Nancy J. Parris
Director of Purchasing
(title)
814 Walnut Street
(street)
Green Cove Springs
(city)
Florida 32043
(state) (zip)

FAX SIGNED AGREEMENT TO JOYCE FOUNTAIN, AMY BOLOGNESI OR KRIS VICKERS @ LUNCHBYTE, FAX # 1-585-227-8594 OR MAIL THE ORIGINAL TO LUNCHBYTE AT THE ADDRESS IN THE FIRST PARAGRAPH OF THIS AGREEMENT

Exhibit A

MyNutrikids.com

Privacy Policy

The privacy of the consumers who use this site is critically important to us. We respect your privacy and have implemented and enforce policies to make certain that your personal information is handled safely and responsibly. Personal information includes any information that uniquely identifies you as an individual such as name, address, phone number, or email address.

Information Collected and its Use

Personal information that you provide voluntarily is collected in order to complete your payment transaction and to allow you to view account information and transaction history information. This personal information may include information such as your name, address, phone number and email address. Payment processing shall be performed by PayPal, an eBay Company, which will collect credit card, debit card or U.S bank account information from you. Neither MyNutrikids.com nor Lunch Byte Systems, Inc. shall collect, store or have any access to your credit card, debit card or bank account information.

Your personal information is not sold or shared with anyone for any purpose other than to achieve successful completion of your payment transaction. Identifiable information is shared only with those parties entrusted with the processing of your payment. Please note that this policy does not apply to information we are required to disclose by law, or in cooperation with law enforcement agencies, or to any use of your information by any party entrusted with processing your payment.

Choices regarding entry of personal information

The entry of your personal information is strictly voluntary. However, certain information is required if you choose to complete a payment using this site.

Commitment to Data Security

We are committed to protecting the personal information that we collect. Secure Sockets Layer (SSL) protocol, an industry standard for transmitting data securely over the Internet, is used to encrypt the information before it is transmitted to us. Once we receive the information, your data is protected through a combination of strictly enforced procedures and a secured computer network designed in accordance with best practice guidelines. Multiple firewalls, multiple layers of data encryption and an Intrusion Detection System are all used to protect your data.

Changes to the policy

This policy may be changed, modified or amended at any time. However, such changes will not include the selling of information or provision to a third party except as required by law. Updates will be posted to this site. You are responsible for revisiting the page to review any updates. This policy was last modified on January 26, 2007.

How to contact us

If you have any concerns or questions regarding this privacy policy, you may contact us at support@mynutrikids.com.