



MEALTIME *m*POWER SUBSCRIPTION AGREEMENT

This Subscription Agreement (“Agreement”) is effective between The CLM Group, Inc., 11000 SW Stratus, Ste 360, Beaverton, OR, 97008 (CLM, We, Us, Our) and Mountain Home School District (You) as of 7-17-2014 (the Effective Date).

For and in consideration of the representations and promises of the parties set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE. THIS AGREEMENT GOVERNS YOUR SUBSCRIPTION AND USE OF OUR SERVICES. As further defined below, Services include all services related to *m*Power, including Beta Services and Trial Services.

BY ACCEPTING THIS AGREEMENT, EITHER BY PHYSICAL OR DIGITAL SIGNATURE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent.

The Services are provided “as-is” without any warranties or representations as to future functionality or compatibility with other products or services.

2. Definitions

“**Beta Services**” means Our services that are not generally available to customers but that may be made available to customers or potential customers on a preview-basis.

“**Content**” means information obtained by Us from Our content licensors or publicly available sources and provided to You pursuant to an Order Form, as more fully described in the Documentation.

“**Documentation**” means Our online user guides, documentation, and help and training materials, as updated from time to time, accessible via login to the applicable Service.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**mPower**” is a web-based program that (1) operates as a point-of sale interface for cafeterias, (2) provides back-end reporting, and (3) provides a platform for eligibility management for free and reduced meals.

“**Order Form**” means an ordering document, such as a purchase order or signed quote, specifying the Purchased Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

“**Purchased Services**” means Services that You purchase using an Order Form and pay for.

“**Services**” means Beta Services, Purchased Services, Trial Services, and all other services related to use of *mPower*.

“**Trial Services**” means the temporary products and services that are ordered by You under a Trial period, including associated offline components, as described in the Documentation.

“**User**” means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

“**Your Data**” means electronic data and information submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services.

3. Licenses

3.1. mPower License. Subject to and conditioned upon Your strict compliance with all terms and conditions set forth in this Agreement, CLM hereby grants to You a worldwide, non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through its Users, *mPower*, Content, Documentation, and Services, solely as set forth in this Section 3 and subject to all conditions and limitations set forth in this Agreement. This license grants You the right, exercisable solely by and through Users, to: (1) use and run the *mPower* program in accordance with this Agreement and the Documentation, solely as set forth in the Documentation and solely for Your internal business purposes; and, (2) download or otherwise make one (1) copy of the Documentation per User and use such Documentation, solely in support of its licensed use of *mPower* in accordance herewith.

3.2. License to CLM to Host Your Data and Applications. You grant CLM and Our Affiliates a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free, limited license to host, copy, distribute, transmit, display, and otherwise use Your Data, and any Non-The CLM Group, Inc. Applications (defined below) and program code created by or for You using the Services, as necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, CLM acquires no right, title or interest from You or

Your licensors under this Agreement in or to Your Data or any Non-The CLM Group, Inc. Application or program code.

3.3. License to CLM to Use Feedback. You grant to CLM and Our Affiliates a worldwide, non-exclusive, non-transferable, non-sublicensable, perpetual, irrevocable, royalty-free license to use and incorporate into the Services, *mPower*, Content, and Documentation any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the *mPower*.

4. Order Forms

Order Forms for Purchased Services will be effective only when signed by both You and CLM. No Purchased Services shall be provided until an Order Form has been executed by both parties. Any modifications or changes to the Purchased Services will be effective only if and when memorialized in a mutually agreed new Order Form executed by both CLM and You.

5. Fees and Payment for Purchased Services

5.1. Fees. You will pay all fees specified in Order Forms. You will pay for all Purchase Services provided; the Services are provided “as-is” without any warranties or representations as to future functionality or compatibility with other products or services. Except as otherwise expressly states in an Order Form, all payments of Fees shall be made in United States Dollars. Except as otherwise specified herein or in an Order Form, (1) fees are based on Purchased Services and Content purchased and not actual usage, (2) payment obligations are non-cancelable and fees paid are non-refundable, and (3) quantities purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated payment information through an Order Form. The Order Form shall specify billing details and when payments are due. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (1) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (2) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified herein.

5.4. Suspension of Service. If any amount owing by You under this or any other agreement for Purchased Services is 30 or more days overdue, We may, without limiting Our other rights and remedies, suspend Our Services to You until such amounts are paid in full. We will give You at least 30 days’ prior notice that Your account is overdue before suspending Services to You.

5.5. Payment Disputes. We will not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

6. Proprietary Rights

mPower, Services, Content, and Documentation are provided under license, and not sold, to You. You do not acquire any ownership interest in *mPower*, Services, Content, or Documentation under this Agreement or any other rights thereto other than to use the same in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. CLM reserves and shall retain its entire right, title and interest in and to *mPower* and all intellectual property rights arising out of or relating to *mPower*, except as expressly granted to You in this Agreement. You shall safeguard *mPower* from infringement, misappropriation, theft, misuse or unauthorized access. You shall promptly notify CLM if You become aware of any infringement of the CLM's intellectual property rights and fully cooperate with CLM in any legal action taken to enforce its intellectual property rights.

7. CLM's Obligations

7.1. Provision of Purchased Services. CLM will (1) make *mPower* and Content available to You pursuant to this Agreement and the applicable Order Forms, (2) provide Our standard support for the Purchased Services to You at no additional charge, and (3) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (1) planned downtime (of which We shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during evening hours between 6:00 p.m. and 3:00 a.m. Pacific time), and (2) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, fluctuations or non-availability of electrical power, heat, light, air conditioning or Your equipment, loss and destruction of property or any other circumstances or causes beyond CLM's reasonable control.

7.2. Protection of Your Data. CLM will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (1) to provide the Purchased Services and prevent or address service or technical problems,

(2) as compelled by law in accordance with compelled disclosure discussed below, or (3) as You expressly permit in writing.

8. Trial Services

If You register for a Trial, CLM will make one or more Trial Services available to You on a temporary basis free of charge until the earlier of (1) the end of the Trial period for which you registered to use the applicable Service(s), or (2) the start date of any Purchased Service subscriptions ordered by You for such Service(s). Additional Trial terms and conditions may appear on the registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR TRIAL WILL BE PERMANENTLY LOST. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE TRIAL.

NOTWITHSTANDING THE REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS IN THIS AGREEMENT, DURING THE TRIAL, THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

9. Beta Services

From time to time, CLM may invite You to try Beta Services at no charge. You may accept or decline any such evaluation in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services evaluation period will expire upon the earlier of one year from the evaluation start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

10. Use of Services and Content

10.1. Usage Limits. Services and Content are not constrained by usage limits. You may create and assign as many User accounts as you deem appropriate for your organization.

10.2. Your Responsibilities. You will (1) be responsible for Users’ compliance with this Agreement, (2) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (3) use commercially reasonable efforts to prevent unauthorized access to or use of *mPower* and Content, and notify Us promptly of any such unauthorized access or use, and (4) use *mPower* and Content only in accordance with the Documentation and applicable laws and government regulations.

10.3. Usage Restrictions. You will not (1) make *mPower*, Services, Documentation, or Content available to, or use *mPower*, Services, Documentation, or Content for the benefit of, anyone other than You or Users, (2) sell, resell, license, sublicense, distribute, rent or lease *mPower*, Services, Documentation, or Content, or include *mPower*, Services, Documentation, or Content in a service bureau or outsourcing offering, (3) use *mPower* to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (4) use *mPower* to store or transmit Malicious Code, (5) interfere with or disrupt the integrity or performance of *mPower* or third-party data contained therein, (6) attempt to gain unauthorized access to *mPower* or its related systems or networks, (7) permit direct or indirect access to or use of *mPower* in a way that circumvents a contractual usage limit, (8) copy, reverse engineer, disassemble, display, or distribute *mPower*, Content, or any part, feature, function or user interface thereof, (9) frame or mirror any part of *mPower* or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, or (10) access or use in any manner *mPower*, Services, Documentation, or Content in order to build a competitive product or service.

11. Non-The CLM Group, Inc. Providers

11.1. Acquisition of Non-The CLM Group, Inc. Products and Services. CLM or third parties may make available third-party products or services, including, for example, Non-The CLM Group, Inc. Applications and implementation and other consulting services. Any acquisition by You of such non-The CLM Group, Inc. products or services, and any exchange of data between You and any non-The CLM Group, Inc. provider, is solely between You and the applicable non-The CLM Group, Inc. provider. We do not warrant, represent, or support Non-The CLM Group, Inc. Applications or other non-The CLM Group, Inc. products or services, whether or not they are designated by Us as “certified” or otherwise, except as specified in an Order Form. *mPower*, the Content, and all related CLM services are provided “as-is” without any warranties or representations as to compatibility with Non-The CLM Group, Inc. Applications.

11.2. Non-The CLM Group, Inc. Applications and Your Data. If You install or enable a Non-The CLM Group, Inc. Application for use with *mPower*, You grant Us permission to allow the provider of that Non-The CLM Group, Inc. Application to access Your Data as required for the interoperation of that Non-The CLM Group, Inc. Application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by a Non-The CLM Group, Inc. Application.

11.3. Integration with Non-The CLM Group, Inc. Applications. *mPower* may contain features designed to interoperate with Non-The CLM Group, Inc. Applications. To use such features, You may be required to obtain access to Non-The CLM Group, Inc. Applications from their providers, and may be required to grant Us access to Your account(s) on the Non-The CLM Group, Inc. Applications. If the provider of a Non-The CLM Group, Inc. Application ceases to make the Non-The CLM Group, Inc. Application available for interoperation with the corresponding *mPower* features on reasonable terms, We may cease providing those features without entitling You to any refund, credit, or other compensation.

12. Confidentiality

12.1. Definition of Confidential Information. “Confidential Information” means any and all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data. Our Confidential Information includes *mPower*, the Services, Documentation, and Content and related trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing, regardless of whether such information was intentionally or unintentionally disclosed or marked as "confidential" or "proprietary." Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (3) is received from a third party without breach of any obligation owed to the Disclosing Party, or (4) was independently developed by the Receiving Party.

12.2. Protection of Confidential Information. The Receiving Party recognizes and agrees that the Confidential Information is critical to the Disclosing Party’s business and that neither party would enter into this Agreement without assurance that such information and its value will be protected. The Receiving Party agrees to use at least the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care) (1) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (2) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this Section 12.2.

12.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

13. Representations, Warranties, Exclusive Remedies and Disclaimers

13.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

13.2. CLM Warranties. We warrant that (1) this Agreement, the Order Forms and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (2) We will not materially decrease the overall security of the Purchased Services during a subscription term, (3) the Purchased Services will perform materially in accordance with the applicable Documentation, (4) subject to Section 5.3 (Integration with Non-The CLM Group, Inc. Applications), We will not materially decrease the functionality of the Purchased Services during a subscription term, and (5) the Purchased Services and Content will not introduce Malicious Code into Your systems. For any breach of an above warranty, Your exclusive remedies are those described in the Termination sections below.

13.3. Disclaimers. MPOWER, DOCUMENTATION, CONTENT, AND SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CLM, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO MPOWER, DOCUMENTATION, CONTENT, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY IMPLIED INDEMNITIES, AND REPRESENTATIONS AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, CLM PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT MPOWER WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13.4. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: IN NO EVENT WILL CLM OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE MPOWER, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY

INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CLM'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO CLM PURSUANT TO THIS AGREEMENT FOR MPOWER THAT IS THE SUBJECT OF THE CLAIM. THE LIMITATIONS SET FORTH IN THIS SECTION 13 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

14. Indemnification

14.1. Infringement Indemnification by CLM. CLM will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (1) promptly give Us written notice of the Claim Against You, (2) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (3) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (1) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 9.2 (Our Warranties), (2) obtain a license for Your continued use of that Service in accordance with this Agreement, or (3) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-The CLM Group, Inc. Application or Your breach of this Agreement.

14.2. Indemnification by You. You will defend CLM against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Us"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (1) promptly give You written notice of the Claim Against Us, (2) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (3) give You all reasonable assistance, at Your expense.

14.3. Exclusive Remedy. This Section 14 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 14.

15. Term and Termination

15.1. Term of Agreement. This Agreement and the license granted hereunder commence on the date You first accept it by physical or electronic signature and continue until all subscriptions hereunder have expired or have been terminated.

15.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 7% of the pricing for the applicable Purchased Service or Content in the immediately prior subscription term, unless the pricing in the prior term was designated in the relevant Order Form as promotional or one-time.

15.3. Termination. A party may terminate this Agreement for cause (1) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (2) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon the expiration of the term or earlier termination of this Agreement pursuant to this Section 15, the license granted hereunder shall also terminate, and You shall immediately cease using *mPower*. Unless otherwise set forth in the Order Form, no fees shall be refunded to You upon the termination of this Agreement prior to the expiration of the term set forth in the Order Form.

15.4. Payment upon Termination. If this Agreement is terminated by CLM in accordance with Section 15.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

15.5. Your Data Portability and Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After that 30-day period, We will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Documentation, unless legally prohibited.

15.6. Surviving Provisions. The Sections titled "Fees and Payment for Purchased Services," "Proprietary Rights," "Licenses," "Confidentiality," "Representations, Warranties, Exclusive Remedies and Disclaimers," "Indemnification," "Payment upon Termination," "Your Data Portability and Deletion," and "General Provisions" will survive any termination or expiration if this Agreement.

16. Export Regulation

mPower and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release *mPower* or Documentation to, or make *mPower* or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making *mPower* or Documentation available outside the US.

17. US Government Rights

mPower is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if You are the US Government or any contractor therefor, You shall receive only those rights with respect to *mPower* and Documentation as are granted to all other end users under license, in accordance with (1) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (2) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

18. General Provisions

18.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify us at management@mealtimelcm.com.

18.2. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of *mPower* and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

18.3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oregon. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oregon, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice or other document by mail to such party's address set forth in the preamble hereto shall be effective service of process for any suit, action or other proceeding brought in any such court.

18.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

18.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

18.6. Third-Party Beneficiaries. Our Content licensors shall have the benefit of Our rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

18.7. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

18.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

18.9. No Construction Against Drafter. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Order Form shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Signed by: Cliff Ogborn
Printed name: Cliff Ogborn
On behalf of: Mountain Home School District
Dated: 7-14-2014

Signed by: Robbie Whitecotton
Printed name: Robbie Whitecotton
On behalf of: The CLM Group, Inc.
Dated: _____