

Contents

Vendor Information 4

Vendor Overview & Experience 4

 Main Market/customers 4

Product Information 4

 30 K View Software Integration 6

 Reporting Capabilities 6

 Software Platform..... 7

 POS Terminals..... 7

 COTS Product 7

 Third Party Software 7

 Software Interface to Other Vendors..... 7

 Minimum Hardware Requirements 7

 Interface Within-District Student Data Base Systems 9

 State Agency Interface 10

 School Interoperability Framework 10

Installation Processes/ Procedures/Statement of Work 10

 1. BACKGROUND 11

 2. OBJECTIVES 11

 3. PROJECT ASSURANCE PROCESSES 12

 4. MAJOR DELIVERABLES..... 12

 5. SCOPE..... 13

 5.1 SCOPE OF SALE 13

 5.2 INFRASTRUCTURE REQUIREMENTS..... 13

 5.3 SOFTWARE MINIMUM SPECIFICATIONS 13

 5.4 CUSTOMER RESOURCES 13

 5.5 SOFTWARE CUSTOMIZATIONS AND ENHANCEMENTS..... 13

 5.6 WORK HOURS 14

 5.7 PHYSICAL SECURITY..... 14

 5.8 NETWORK SECURITY 15

5.9 SCOPE CHANGE AND CHANGE ORDERS	15
5.10 PROJECT MANAGEMENT SERVICES	15
5.11 DATA SET UP SERVICES	16
5.11.1 Business Process Review	16
5.11.2 Historical Data Retrieval.....	17
5.11.5.1 Data Quality	17
5.13 SOFTWARE INTERFACES	18
5.14 SERVER/CLIENT SOFTWARE INSTALLATION	19
5.15 SYSTEM DELIVERY & INSTALLATION SERVICES	19
5.16 EDUCATION SERVICES	20
6.1 DELIVERY APPROACH	21
6.1.1 Project Appraisal & Selection Phase.....	21
6.1.2 Project Definition & Planning Phase.....	22
6.1.3 Project Execution & Control Phase.....	22
6.1.4 Project Closure, Evaluation & Handover Phase.....	22
7.1 ASSUMPTIONS	22
7.2 DEPENDENCIES.....	23
9. CONFLICT MANAGEMENT STRATEGY.....	23
10. SCOPE MANAGEMENT PROCESS	23
11. PERFORMANCE MEASUREMENTS	23
12. PROJECT EVALUATION AND REPORTING.....	23
13. PROJECT CLOSEOUT	24
14.Customer Support, Maintenance and Security	24
15.Customer Care Technical Support Contract	24
16.Fees for Help Desk Support	25
17.Incident Reporting and Tracking.....	25
18.Support Access	26
19.Communications/Network Outages/Replication Information.....	26
20.Software Warranty	28
21.Software Upgrades.....	30
22.Children’s Online Privacy Protection	30
23.Upgrades for Federal and State Regulations	30

24.Access to Software 31
25.Pricing/Upgrades 31
26.Upgrades 31
27.Training 31

Vendor Information

MiChoice Technology Systems Inc.
11600 Jones Road
Houston Texas 77070
C.Mike Smith – Contact Representative
1.866.334.8257 x 101
msmith@michoicetechnology.com
www.michoicetechnology.com

Vendor Overview & Experience

MiChoice Technology Systems Inc. distributes and markets computerized point of sale and automation products for public school food service departments. We produce specialized software and provide comprehensive services (installation, on-site, telephone and help-desk). Our software and hardware modules comply with all applicable government regulations specific to the NSLB programs. Our products are built to work together, eliminating redundancies and duplication, while creating more efficiency for all users. Our market focus targets food service departments in public, private, charter schools that participate in the (NSLP) National School Lunch and Breakfast programs

Main Market/customers

We market our software management solutions to public, private, charter and parochial schools nationally with over 500 schools installed since the first deployment.

Product Information

MiChoice Technology Systems - Product Description

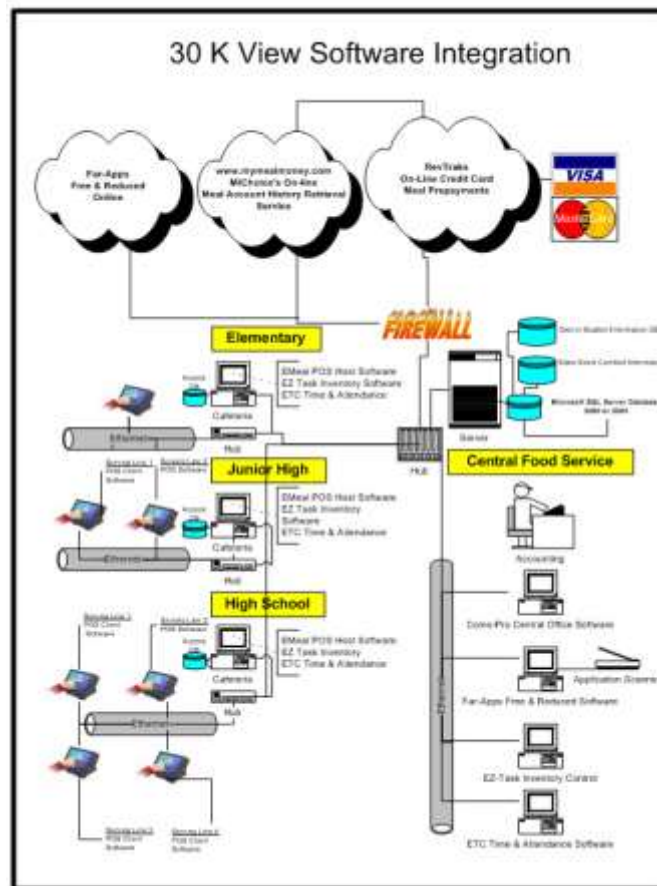
Product	Description
eMeal Point of Sale Software	Cafeteria Point of sale software from MiChoice is eMeal POS Software, This lunchroom touch screen POS software operates as a client/server Point of Sale program on any brand of "Touch Screen" windows based PC. eMeal "Touch Screen" cafeteria point of sale software facilitates lunch line efficiency, serving line accounting while meeting all government regulations as well as generating a wealth of comprehensive Child Nutrition software management reports.
FarApps Software	Free and reduced meal application processing software from MiChoice is Far-Apps. This robust child nutrition software is designed to simplify and automate the school food service meal application processing procedure for processing the school lunch program meal eligibility applications.
FarApps Online	Allows for guardians to enter online the data for Free & Reduced Application
Coms Pro Central Office Software	Back office software for K-12 school food service from MiChoice

	<p>is Coms-Pro Central Office Management software. Coms-Pro is the focal point used to facilitate the information flow throughout MiChoice Technology school food service meal accountability systems. As an all-inclusive product, it serves the district child nutrition department by providing a common data source for centralized free and reduced application processing, district child nutrition meal accountability and government reporting. This back office interactive software allows for bi-directional “Real Time” transfer of data between the child nutrition central office programs, COMS-PRO and MiChoice FAR-APPS Free and Reduced Application Processing and each cafeteria Point-of Sale System over the school district’s wide-area network. COMS-PRO can effectively store, manage and distribute the information in “Real Time” and becomes the central point for creating, finding and sharing the information.</p>
Com Pro Lite	<p>Back Office software allows for connectivity to school site POS System from any location (principal’s office, etc.) on the district network to run school site reports, take prepay monies.</p>
EZ Task Inventory Control	<p>Cafeteria inventory software from MiChoice is EZ-Task Inventory Control. This school food service management software tool is a powerful and efficient back office inventory program that allows child nutrition directors to easily track items, quantities, produce school food service inventory reports (300+) and assist them to effectively manage their lunchroom inventory.</p>
ETC Time Clock Software	<p>Time and Attendance software from MiChoice is ETC Time & Attendance. This school food service management software tool is an easy-to-use child nutrition software program that utilizes your computer or your cafeteria point of sale computer as a time clock. ETC saves you time and money by accurately preparing your employee time cards, while effectively tracking your employees in a centralized child nutrition software database. This robust school food service software frees up your time so you can direct your attention to more strategic matters. It provides easy tracking of employee time clock punches, attendance and even calculates gross wages.</p>
Mymealmoney.com	<p>This web-based service allows parents to log on the Internet and check their child’s meal account balance as well as viewing a 30-day history of their child’s eating habits.</p>
My-Nutrinfo.com	<p>Provides a comprehensive portal for nutrition directors to communicate and educate parents, teachers and district administrators the benefits of nutrition and fitness.</p>
MTSS –(SaaS)-Software as-a-Service	<p>MTSS Online Software-as-a-Service offering houses the software offsite (Cloud) and frees your staff of the overhead of maintenance. As the owner of your data, you may move to a different deployment method should your needs change. MTSS Online, our cloud-based Software-as-a-Service edition offers lower up-front costs and freedom from all technical</p>

issues. The low, per-user fee allows you to pay as you grow, and include the complete MTSS system, including our full support services, software updates, and enhancements.

- Affordable per-user price
- We handle the technology issues
- Anywhere, anytime access to your school child nutrition software

30 K View Software Integration



Reporting Capabilities

All MiChoice software products utilize SAP Crystal Reports which can turn information from almost any data source into a sophisticated, interactive report. This powerful, user-friendly application can help deliver key insights to the right decision maker, at the right time, in the right format.

Software Platform

All MiChoice software products can be site based or hosted in the “Cloud on Amazon AWS Servers” and programs accessed by utilizing remote desktop.

POS Terminals

MiChoice POS software operates on any Windows based computer; Numerous Brands of POS Terminals, All- In-One Touch Screens PC. and Tablets. MiChoice does not manufacture proprietary POS terminals.

COTS Product

MiChoice software products are not commercial off the shelf products and can accommodate multiple industry segments, besides school nutrition.

Third Party Software

MiChoice software products utilize the following third party components. These components are included with MiChoice software installation and there is no additional license required to operate our software.

- SAP Crystal Reports
- Sheridan Active Thread
- Microsoft Development Tools
- PK Zip

Software Interface to Other Vendors

SAP Crystal Reports the report generator that all MiChoice software uses has an export function built in. The data can be exported in host of different formats. EX: Character-Separated Values. CSV, Excel, HTML, Lotus, Access, FoxPro, etc. All levels of data export customization are available.

Minimum Hardware Requirements

Minimum System Requirements for eMeal Manager POS Software

- Windows 2000/XP/Win 7 and 8.1, 10 Professional Operating System
- Pentium 1 GHz CPU Processor
- 256 Megs RAM (512 Megs highly recommended for heavy multitasking)
- 16 Bit Sound Card (SoundBlaster compatibility) with speakers
- R/W CD-ROM Drive
- SVGA Video Card with 2 Meg. RAM
- 15” Color CRT or LCD Monitor
- 50 Megs minimum hard drive space
- USB Deskjet or Inkjet Printer (HP, Epson, etc.)
- Un-interruptible Power Supply (UPS) - 450 watt (recommended)
- Ethernet Network Card
- 10/100 Base-T Hub

Minimum System Hardware Requirements for eMeal Touch Screen Satellite POS Software

- Windows 2000/XP/Win 7 and 8.1, 10 Professional Operating System
- 15 inch Touch Screen Display or Touch Screen Monitor
- Pentium 1 GHz CPU Processor
- 128 Megs Ram
- 15 Megs minimum hard drive space
- Ethernet Network Card
- Un-interruptible Power Supply (UPS) – 450 watt (recommended)

Minimum System Hardware Requirements for eMeal S/A (Stand Alone Touch Screen Software)

- Windows 2000/XP/ Win 7 and 8.1, 10 Professional Operating System
- 15 inch Touch Screen Display or Touch Screen Monitor
- Pentium 1 GHz CPU Processor
- 256 Megs RAM
- 16 Bit Sound Card (SoundBlaster compatibility) with speakers
- R/W CD-ROM Drive
- 50 Megs minimum hard drive space
- USB Deskjet or Inkjet Printer (HP, Epson, etc.)
- Uninterruptable Power Supply (UPS) - 450 watt (recommended)

Central Office Minimum Hardware and Software Requirements:

In order for the Coms Pro Central Office, ETC Time Clock, EZ Task Inventory Management, FarApps Free and Reduced Application Software to function properly the following hardware and software configuration is required:

- Windows XP/ 7/8.1, 10 Operating System or higher
- 1.5 GHz or faster processor
- 1 GB RAM
- 50 GB Minimum hard drive space
- NIC card

Server Specifications for hosting the SQL database:

- 2008 Server O/S or higher
- Microsoft® SQL Server 2005/Express or higher
- SQL Server 2005 32-bit System Requirements

This table shows hardware requirements for installing and running SQL Server 2005 on the 32-bit platform.

SQL Server 2005 (32-bit)	Processor type ¹	Processor speed ²	Memory (RAM) ³
SQL Server 2005 Enterprise Edition⁴	Pentium III-compatible processor or higher	Minimum: 600 MHz Recommended: 1 GHz or higher	Minimum: 512 MB Recommended: 1 GB or more Maximum: Operating system maximum
SQL Server 2005 Developer Edition			
SQL Server 2005 Standard Edition			
SQL Server 2005 Workgroup Edition	Pentium III-compatible processor or higher	Minimum: 600 MHz Recommended: 1 GHz or higher	Minimum: 512 MB Recommended: 1 GB or more Maximum: Operating system maximum
SQL Server 2005 Express Edition	Pentium III-compatible processor or higher	Minimum: 500 MHz Recommended: 1 GHz or higher Minimum: 192 MB	Recommended: 512 MB or more Maximum: Operating system maximum
SQL Server 2005 Express Edition with Advanced Services	Pentium III-compatible processor or higher	Minimum: 600 MHz Recommended: 1 GHz or higher	Minimum: 512 MB Recommended: 1 GB or more Maximum: Operating

Interface Within-District Student Data Base Systems

MiChoice software has numerous standard interfaces written for integration with various student information systems software and third party vendors. EX: Skyward, SASI, RSCCC, RevTrak, PayOurSchools, School Messenger, Blackboard Connect, Vendu-cation. MiChoice will work with any vendor to develop the file format for exporting and importing data from both systems.

Example:

MiChoice Technology Imports File Formats

District Enrollment, For: Coms-Pro Central Office Management Software

MiChoice Technology software will import the district enrollment; direct certified, head start and school information using the District Import, Direct Certified Import, Head Start Import and School Import option accordingly. The purpose of importing this information is so that the data entry can be sped up and the information can be updated without manually making the changes. Our software requires this file to be a FIXED LENGTH text file in the below format. Below the file format you will find a description of each field.

*Note: The bold fields are required. Should you choose not to update the fields that are not required or you do not have the information pad the space with spaces.

Coms-Pro Central Office Software District Enrollment, Import File Format.

Field	Position	Characters
-------	----------	------------

School Number	1-3	3
Last Name	4-19	16
First Name	20-35	16
Middle Initial	36-38	3
Student ID	39-53	15
Account Number	54-62	9
Grade	63-64	2
Home Room	65-74	10
Address	75-124	50
City	125-144	20
State	145-146	2
Zip	147-156	10
Birthday	157-166	12
Phone Number	167-178	12

State Agency Interface

Any State Specific reports can always be created and incorporated into the software packages either via the district’s IT department or MiChoice Technology, Inc.’s knowledgeable staff. MiChoice has created export files formatted to transfer data to interface with the Texas Department of Agriculture monthly reimbursement claims as well as import files for receiving direct certification data. MiChoice has created export files for data warehouse mining for Brome Tioga BOCES.

School Interoperability Framework

MiChoice software adheres with SIF 2.5 specifications for components listed in Food Services Working Group utilizing Web Services (SOAP) transport agent as defined in an appendix to the v.2.5 Infrastructure document.

Installation Processes/ Procedures/Statement of Work

MiChoice works with clients and establishes a statement of work as referenced below.

STATEMENT OF WORK
FOR (Name Of School District)
PROJECT:

MiChoice deliverables are limited to those products and services expressly listed in the MiChoice Technology Systems Order Form. MiChoice standard products do not include School District specific forms.

1. BACKGROUND

This Statement of Work has been prepared for (Name of School District), and is intended to provide a high level description of the project, and establish project management context and oversight processes for the delivery of the products and services to the (Name of School District). The MiChoice project management team will work with the representatives from the Designated Location's project stakeholders to deliver the products and services outlined in the contract.

This document addresses project objectives, deliverables and delivery approach, roles and responsibilities and project oversight processes required for successful implementation of the products and services.

All Service Offerings are offered and delivered based on and subject to the following assumptions and prerequisites, which are the sole responsibility of Customer. MiChoice shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the Customer's environment and personnel with such assumptions and prerequisites. Where MiChoice personnel are requested to rectify non-conformance with such assumptions and prerequisites, Customer will be charged for such services at time and materials rates separate from and in addition to the price quoted for the applicable Service Offerings in the applicable Order Form.

2. OBJECTIVES

The business objectives are internal and proprietary to the (Name of School District) strategic and tactical goals. It is assumed that meeting the project objectives will subsequently result in achieving business vision, mission and objectives internal to the customers. The project objectives are:

Define requirements, expectations and metrics that are key to project success and work closely with customer to achieve expected results.

Provide MiChoice products indicated on the Order Form for (Name of School District) within the scope of the contract.

Fulfill the functional requirements while pursuing an implementation approach that meets the proposed strategy and technical architecture outlined in the proposal.

Facilitate transfer of knowledge to customer for the products by delivering comprehensive training program outlined in the contract.

Meet project deliverables and milestones by managing the implementation consistent with MiChoice/School District mutually agreed timeline driven by customer priorities and expected quality. The performance targets will be established in accordance to the contract and will be documented during/after project kickoff.

3. PROJECT ASSURANCE PROCESSES

Application of PMI (Project Management Institute) Standards - MiChoice will utilize PMI standards and best practices to ensure successful delivery of (Name of School District) Project.

Scope Management – Jointly with customer, MiChoice will define and clarify the project scope and establish a baseline for delivery to meet customer requirements. MiChoice will establish rigorous change management process to ensure project stays on target.

Stakeholder Management – Jointly with customer, MiChoice will identify key customer contacts, stewards, 3rd parties, and others who control and/or influence project success. MiChoice will help establish project governance to oversee and encourage active involvements by all stakeholders, and establish customer needs and expectations.

Risk Management – Jointly with customer, MiChoice will identify and assess project risks after initial planning and develop contingency plan. MiChoice will map project’s risk profile and ensure ownership of the risks are identified and tracked as part of the delivery plan.

Project Communication – Jointly with customer, MiChoice will develop a communication plan that meets the project’s needs efficiently and effectively. MiChoice will track and report progress, and manage project issues and seek timely resolutions.

Project Change Control – Jointly with customer, MiChoice will implement a project change control plan to ensure any changes to the scope of the project/contract are managed effectively.

Project Quality Management – Jointly with customer, MiChoice will establish delivery metrics and track delivery timing, quality, and measure customer satisfaction. MiChoice will continuously improve the quality of the deliverables through performance measurements and quality control.

4. MAJOR DELIVERABLES

MiChoice will deliver the following in accordance to the contract. The project activities and tasks required to ensure that the major deliverables are achieved will be fully documented in the project plan. The major deliverables for (Name of School District) project are as follows:

Provide project management and assurance oversight for MiChoice products and services included in the scope of the contract.

1. Provide site planning and work with (Name of School District) project site representatives to ensure site preparations are complete before deployment. Customer is responsible for all items outside the scope of the contract deliverables.
2. Provide Data Services as specified in the Order Form.
3. If applicable, develop and execute an Acceptance Test Plan for software products within the scope of the contract.
4. Implement install purchased software at the Designated Locations within (Name of School District).
5. Provide appropriate training as part of the educational program outlined in the contract.

6. Provide cutover support for project.

5. SCOPE

The scope defines the boundaries of the project, outlining what is within and what is outside the remit of the project based on the products and services purchased by the customer.

5.1 SCOPE OF SALE

MiChoice School Food Service Application Software and Services, as specified in the Order Form.

5.2 INFRASTRUCTURE REQUIREMENTS

The Customer's electrical and computer network (LAN, Wireless and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the MiChoice Software solution being implemented. Inadequate infrastructure frequently results in less than desirable performance. If a Wireless Network is used, MiChoice is not responsible for the inability of a wireless network to support features of the software due to bandwidth restrictions.

Electrical and computer network (LAN and WAN) infrastructures are to be compliant and tested to latest industry standards by Customer. The minimum available bandwidth to each workstation should be no less than 100mbs and should be greater between multiple locations. The entire network must be protected with Antivirus software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs.

5.3 SOFTWARE MINIMUM SPECIFICATIONS

MiChoice will provide assistance in developing the system order. Unless otherwise agreed upon, MiChoice will ship software to customer site. All third party software provided by the Customer must comply with the MiChoice software specifications provided. The customer is responsible for obtaining and implementing hardware upgrades that may be required to maintain minimum specifications.

5.4 CUSTOMER RESOURCES

Many project tasks are assigned to, or dependent on customer resources. Failure of these tasks to be completed within acceptable timeframes is outside of MiChoice's control and will most likely result in negative impact to the overall project schedule

5.5 SOFTWARE CUSTOMIZATIONS AND ENHANCEMENTS

No software customizations or modifications are included in the scope of services to be delivered, except those that are specifically outlined in the Statement of Work and/or Software Requirements Definition (SRD). Any further customization or modifications which are requested by customer shall require a Change Order and/or new Statement of Work/SRD specifying the project specifications, schedule and associated price which is signed by both parties.

Software Requirements Definition (SRD)

A Software Requirements Definition (SRD) signed by authorized representatives of both parties will be required for any modification of the functionality of MiChoice software or any other customer software development by MiChoice. The SRD typically includes: Background Information, Software Modification

Description, Technical Specifications, Notes and Assumptions, Customer and MiChoice Resources Needed, Customer and MiChoice Responsibilities, Estimated Timeframe, and Cost. Note that some SRD's are complex and so time- consuming that MiChoice reserves the right to provide a quote for the creation of the SRD itself.

MiChoice Responsibilities

1. Accept customer- provided custom requirements and placed into the order form.
2. Creation of custom- deliverable items on the order form.
3. Provide and acceptance document for MiChoice custom requirements.
4. If applicable, participate with the customers and other vendors in the development of third party vendor acceptance documents.

Customer Responsibilities

1. Provide a detailed, accurate description of the custom requirement.
2. Coordination of all third party deliverables and/or interfaces.
3. Provide an assessment of the criticality of custom requirements as they pertain to project milestones.
4. Provide third party licenses required to complete custom requirements.
5. For customer- provided equipment necessary to complete custom requirements, provide such equipment at MiChoice offices prior to the development of the custom requirements.
6. If requested by MiChoice, provide MiChoice a readily accessible, properly equipped, test environment during normal business hours for as many iterations as are required to complete the custom requirements, and notify MiChoice that the environment is functional and of any status changes in the environment at least 10 days prior to such changes.

Note:

Custom deliverables that result in the need for technical services not described in the Order Form will be charged at MiChoice's standard custom programming rates.

5.6 WORK HOURS

All work will be performed at Customer and MiChoice offices and will be performed during normal business hours unless mutually agreed upon.

5.7 PHYSICAL SECURITY

The Customer will be responsible for the establishment of procedures to provide physical site security for delivered software systems and their components. This security will include protection from losses caused by natural threats, forced entry, acts of violence, and internal sabotage. The Customer will be responsible for implementing procedures necessary to safeguard the integrity and security of the software and data used in this project from access by unauthorized persons.

5.8 NETWORK SECURITY

The Customer will be responsible for the establishment of procedures to provide security for its networks, hardware and software systems, and their components. This security will include protection from security threats entering Customer's IT systems from the Internet or Customer's internal networks.

5.9 SCOPE CHANGE AND CHANGE ORDERS

Changes to the scope of the project may be initiated by a written Change Order or SOW amendment. Changes must be signed by both parties and may impact the project cost and/or schedule.

Alterations to an executed Order Form or Software Requirements Definition (SRD) require a written Change Order signed by an authorized representative of the Customer and an authorized representative of MiChoice.

Alterations to the Statement of Work may be made by amending the current version of the document, and requires an authorized representative of the Customer and an authorized representative of MiChoice to sign the amendment history.

5.10 PROJECT MANAGEMENT SERVICES

MiChoice Project Manager Responsibilities

1. Maintain project communications with Customer Project Manager (PM).
2. Manage the efforts of and coordinate MiChoice activities.
3. Coordinate and oversee the delivery of MiChoice provided software, and services.
4. Develop and maintain a project plan defining the tasks and a project schedule.
5. Resolve deviations from the project plan and issues that are within MiChoice's control.
6. Provide status reports to the Customer PM.
7. Maintain project issue list.
8. Administer Change Orders (as needed).
9. Coordinate completion of Acceptance Test Plans (ATP) when applicable.

Customer Project Manager Responsibilities

1. Serve as the liaison between MiChoice and customer personnel. When the MiChoice PM has a request relating to the project that will need additional approvals or actions from another participating department, the MiChoice PM will forward the request to the Customer PM. It will then be the responsibility of the customer PM to take the request forward to the appropriate party for resolution of the item.
2. Obtain and provide information, data, decisions, and approvals to MiChoice within appropriate timeframes.
3. Coordinate customer resources.
4. Ensure that the personnel whose subject matter expertise is critical to the completion of the project is made available to MiChoice as required.
5. Designate point of contact that can accept work and will coordinate all communications with MiChoice.

6. Help resolve and escalate project issues within (Name of School District) as necessary. This includes bringing forward issues to Customer's management.
7. Attend project meetings as appropriate.
8. Resolve deviations from the project plan and issues that are within Customer's control.
9. With the MiChoice PM, administer project Change Orders as needed.

Note:

MiChoice Project Management responsibilities begin upon assignment of a valid contract or purchase order and end upon system acceptance. (Once the system has been accepted, MiChoice Customer Care and Technical Support begin their responsibilities.)

5.11 DATA SET UP SERVICES

Data Services refers to the process and procedures used to obtain, configure, or convert data for the new MiChoice system. Some of these services may be included in a data services package and some services differ based on package selected. Refer to The Order Form to determine which of the following Data Services offerings apply.

5.11.1 Business Process Review

Conducted onsite with the School District Project Manager, and representatives from responding departments to delineate how the School District operates today and how they plan to change when they implement MiChoice's solution. A Business Process Review (hereafter referred to as BPR) document is produced from this meeting detailing the School District's operations and is used to ensure the School District is set up with best practices that match the District's operations. A separate BPR may be conducted for individual software suites as delineated in the Order Form. Up to 2 days are included for each and additional days may be specified in the Order Form.

5.11.1.1 MiChoice Responsibilities

1. Provide personnel to lead the BPR.
2. Produce the BPR document in a timely fashion.

5.11.1.2 Customer Responsibilities

1. Arrange to have representatives from all the appropriate parties attend the BPR.
2. Review and approve the BPR document in a timely fashion.

5.11.1.3 Notes

Information provided during the BPR is assumed to be correct.

MiChoice has no control over the quality of the information provided during the BPR. BPR document be reviewed closely by Customer prior to approval.

Processes to be reviewed in the BPR are limited by the Order Form.

After completion, BPR document may be reviewed for discrepancies between the information provided and items in the Contract and/or the Order Form. The Order form is the overriding document and any changes to the Order Form to comply with discrepant information in the BPR document which are requested by Customer shall require a Change Order specifying the change, schedule and associated price to be signed by both parties.

5.11.2 Historical Data Retrieval

Historical Data Retrieval may be conducted for each or any of the MiChoice software suites as specified in the Order Form. A Data Services Engineer (hereafter referred to as DSE) will travel to the Customer's site or remotely log into the system to retrieve the data used in customer's current software system. The DSE will also review the customer's current systems and collect appropriate reports and screen shots to facilitate production of a Data Map from customer's current systems into MiChoice's system.

5.11.2.1 MiChoice Responsibilities

1. Provide the personnel and storage media necessary to retrieve the historic data.
2. Produce the Data Map in a timely fashion.

5.11.2.2 Customer Responsibilities

1. Appoint a data custodian to consult with MiChoice's DSE in locating and retrieving historical data, data dictionaries, file layouts, reports, and screen shots.
2. Provide the DSE with access points and passwords to appropriate systems.
3. Provide access to data stored on systems provided to customer by vendors other than MiChoice.
4. Review and approve the Data Map in a timely fashion.

5.11.2.3 Notes

1. Data retrieved is assumed to be virus free, correct, and complete.
2. MiChoice has no control over the quality of the data retrieved.
3. Data to be reviewed is limited by the Order Form.

5.11.5 Data Configuration and Support

This service refers to the onsite configuration of MiChoice software through the entry of data into the MiChoice system and support for the customer to complete or alter this configuration prior to system installation, as specified herein and in the Order Form.

5.11.5.1 Data Quality

1. Critical data provided to the project is wholly the responsibility of the customer.
2. MiChoice has no control over the quality of such data, or the effects of such data within the applications.

5.11.5.2 MiChoice Responsibilities

1. Provide a specialist in the gathering of data elements for the application.

2. Ensure the appropriate data is collected based on the operational requirements of the customer and scope of the project.
3. Facilitate customer review of the data configuration.

5.11.5.3 *Customer Responsibilities*

1. Customer will designate a point of contact that can provide knowledge of the procedures and data elements (i.e. event codes, unit numbers, etc.). This point of contact must be available for the entire Data Configuration site visit.
2. Provide MiChoice with hard copy printout samples as needed for comparisons.
3. The Customer is responsible for assisting MiChoice in building software file information, creating master files, tables, and the like; including accurate file editing and overall file control to assure successful system performance.
4. Review data configuration in a timely manner.

5.11.6.1 *MiChoice Responsibilities*

1. Off-load appropriate Customer data to MiChoice as a backup copy.
2. Retain a copy of each backup until the next backup or the expiration of the backup schedule.

5.11.6.2 *Customer Responsibilities*

1. Provide MiChoice with high speed remote access to the appropriate server containing the data to be backed up, or request access to MiChoice's ftp site to upload the data themselves.

5.11.6.3 *Notes*

1. Data provided is assumed to be correct.
2. Data to be included in the backup and the schedule of backups is limited as specified in the order Form.

5.13 SOFTWARE INTERFACES

Required software interfaces specified in the Order Form will be reviewed and documented during the early stage of the project. MiChoice Software Engineering will develop the interfaces and deliver in preparation for onsite installation and testing.

A Software Requirements Definition (SRD) signed by authorized representatives of both parties will be required for any modification of the functionality of MiChoice software or any other customer software development by MiChoice. The SRD typically includes: Background Information, Software Modification Description, technical specifications, Notes and Assumptions, customer and MiChoice Resources Needed, customer and MiChoice Responsibilities, Estimated Timeframe, and Cost. Note that some SRD's are complex and time consuming that MiChoice reserves the right to provide a quote for the creation of the SRD itself.

5.14 SERVER/CLIENT SOFTWARE INSTALLATION

Unless otherwise agreed upon, all servers and workstations specified within the contract will be procured by (Name of School District). MiChoice is not in control of the correctness and completeness of the orders before they are placed with customer vendor. MiChoice will review the list of hardware purchased by customer and ensure hardware and system software ordered by customer is consistent with MiChoice minimum specifications.

5.15 SYSTEM DELIVERY & INSTALLATION SERVICES

Phase 1 – Prior to System Delivery

This phase refers to the activities prior to system delivery.

5.15.1 *MiChoice Responsibilities*

1. Define all third-party interface hardware requirements.
2. Install pre-installation network cabling (if in scope).
3. Order, stage, assemble, load, and configure all MiChoice-provided software.
4. Conversion and load of customer data subject to scope and Data Conversion Service Offering Procedures described above.
5. Perform Quality Control (QC) testing of completed systems.
6. Coordinate with the Customer's PM to order third-party hardware/software and applicable training.
7. Finalize site survey and provide results to Customer PM.

5.15.2 *Customer Responsibilities*

1. Coordinate all communication with the Districts' IT Department as required and obtain all necessary IP addresses and schemas.
2. Perform electrical, telephone, and other infrastructure modifications/updates as required for installation.
3. Communicate construction updates to the MiChoice PM.
4. Facilitate all communication with Customer's third-party vendors as needed.
5. Provide, upon request, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information as is reasonably required to validate final hardware installation.
6. Provide network IP level schema for Visio drawing.
7. Remove old equipment.

Phase 2 – System Delivery & Installation

This refers to the tasks of delivery and setup of software provided by MiChoice. This may be a phased process depending on the project. Unless otherwise specified on the applicable Order Form Statement of Work, MiChoice is not responsible for software obtained from third parties. Where installation services include the installation of MiChoice supplied software such services include the initial

installation only and do not include subsequent installations, unless the reinstallation is required as a result of a MiChoice error or omission. However, MiChoice shall offer such services at its standard rates for installation services.

5.15.3 *MiChoice Responsibilities*

1. Deliver all software purchased from MiChoice to the designated customer site.
2. Install and initially configure the MiChoice-provided software.

5.16 EDUCATION SERVICES

This refers to the Administration and User training classes on MiChoice applications. The purpose is to provide the customer with the necessary knowledge to operate the system(s). The scope of training is specified on the Order Form.

5.16.1 *MiChoice Responsibilities*

1. Coordinate with the Customer PM to schedule all training classes. All training classes are scheduled during normal business hours (8am-5pm) and business days (M-F) excluding holidays (Any variances to the training hours/days must be mutually agreed upon. Additional charges may apply.)
2. Ensure that each training workstation has the appropriate connectivity to the server and appropriate MiChoice software installed.
3. Train customer's staff in the use of the MiChoice applications as indicated in the contract.
4. Provide appropriate copies of the MiChoice application documentation for administrators and users.

5.16.2 *Customer Responsibilities*

1. Coordinate with the MiChoice PM or Application Specialist to develop a training schedule.
2. Designate and assign personnel to receive training.
3. Ensure the attendance of personnel at the training sessions.
4. Determine and manually enter School District-specific data that is required for the application configuration (This occurs during some system administrator classes).
5. Provide an adequate training facility that minimally includes connectivity to the production LAN/WAN (and application servers), one workstation per student for each session, and an easel or chalkboard. The facility should minimize distractions and be comfortable for up to 8 students and the instructor. A computer projector is optional but will enhance the training if available.

5.16.3 Notes

1. The maximum class size is (8) students unless otherwise noted or via mutual agreement.
2. Training classes are conducted during regular business hours unless otherwise noted or via mutual agreement.
3. Training lasts a maximum of 8 hours per day unless otherwise noted or via mutual agreement.
4. Onsite training will be conducted on the target production environment.

5.16.4 Cancellation Policy

In situations where the parties have agreed on a specific date for MiChoice to perform training or other services at the Customer's site (collectively, the "Scheduled Services"), the Customer shall be responsible for adequately preparing the applicable site and ensuring availability of the applicable Customer personnel and/or contractors to facilitate MiChoice's performance of the Scheduled Services (collectively, the "Preparation").

In the event that Customer wishes to cancel or reschedule a scheduled site visit or the required preparation was not completed at the appointed time for the scheduled site visit, the customer shall pay to MiChoice (i) the fee for one-day of the Scheduled Services by each of the MiChoice personnel and authorized subcontractors which were to perform the Scheduled Services ("One-Day Service Fee"), and (ii) reimbursement for expenses subject to compliance with State of Texas Travel Regulations. Unless otherwise specified in the applicable Purchase Order or SOW, in the event that the customer provides written notice of its cancellation of a scheduled site visit at least 72 hours prior to the appointed date and time of the scheduled visit, the customer shall not be required to pay the One-Day Service Fee referenced above in connection with such site visit, but will be required to pay any applicable travel expenses.

For avoidance of doubt, the foregoing payments relating to the One-Day Service Fee and reimbursable travel expenses are intended to compensate MiChoice for expenses associated with a lost day of work and related expenses. Such payments do not in any way (i) relieve either party of its obligations with regard to performance of and payment for the Scheduled Services, (ii) replace, amend or modify any of the terms relating to cancellation and/or change order requirements, rights and remedies set forth in this SOW or the Agreement that otherwise relate to the Scheduled Services, or (iii) grant to the customer any right to cancel its order for the Scheduled Services.

6. APPROACH & TIMELINE

6.1 DELIVERY APPROACH

The MiChoice project management and implementation assurance processes will be used for delivering the project requirements. A phased approach will be used for site delivery assurance, consisting of MiChoice's key processes for efficient and quality delivery of the products and services. The phased delivery approach is outlined below. These processes will be rigorously followed to ensure a quality implementation can be achieved for each site.

6.1.1 Project Appraisal & Selection Phase

1. Initial contract negotiation stage and approval for project kickoff.
2. Project initiation and RFP process
3. Kickoff project upon contract award

6.1.2 Project Definition & Planning Phase

Encompasses the definition/clarification of the scope and planning stage and preparing to execute the project. General activities include:

1. Conduct formal review of project scope & deliverables
2. Develop delivery plan with key milestones
3. Define roles & responsibilities
4. Establish project metrics
5. Establish project management and assurance processes (Change, Scope, Problem, Risk, Procurement, Communication & Quality Management Plans)
6. Conduct risk assessment
7. Finalize SOW & project plan
8. Execute SOW by appropriate officials.

6.1.3 Project Execution & Control Phase

Site infrastructure preparations, data collection and conversions, software Interfaces, enhancements and customizations, software acceptance test, training, and delivery of the system solutions to customer. Project activities include:

1. Develop Interfaces and enhancements as needed
2. Deliver products and services
3. Forecast & report progress to ensure proactive project controls
4. Implement scope and change management processes
5. Manage end-to-end delivery products and services
6. Meet with customer and project team weekly to discuss & resolve project issues

6.1.4 Project Closure, Evaluation & Handover Phase

1. Final acceptance of the products and services and closure of the project.
2. Verify deliverables meet acceptance criteria
3. Handover to service delivery and support organizations
4. Project Closure Gate

7. ASSUMPTIONS AND DEPENDENCIES

7.1 ASSUMPTIONS

All products will be delivered as specified in the contract.

1. The customer will schedule site deployment after site related issues outside the scope and control of MiChoice have been assessed and addressed by customer.
2. Once site deployment schedule is set, commitment from customer will be required to meet the timeline and quality of the delivery.
3. The business requirements and benefits of the project are well- defined.
4. The scope of the contract is well- defined.
5. Project staff and end users have been identified, committed and enthusiastic.

6. Little to no changes to the organizational structure is expected.
7. The technology being utilized consists of existing software, hardware, languages, databases, and tools.

7.2 DEPENDENCIES

Implementation of the proposed school food service accountability software suite requires availability of operational and reliable network infrastructure at designated Locations.

8. ROLES & RESPONSIBILITIES

See project schedule and current assignments for roles.

9. CONFLICT MANAGEMENT STRATEGY

The structure for the project is established to ensure effective utilization of resources and efficient communications. Commitments from site management, customer project stakeholders, and MiChoice will be needed to resolve issues when conflicts in priorities are experienced. All scope changes and potential variances in cost, schedule and performance will be discussed and resolved. The project management team will be responsible to resolve the conflicts and set priorities. Project governance (Project Managers, Sponsors) will intervene if issues cannot be resolved at the project team level.

10. SCOPE MANAGEMENT PROCESS

The project team will rigorously manage requested changes to the overall project plan and schedule. MiChoice or customer may formally request scope changes to the project. The change will be assessed to determine its impact to the project. If significant impact is predicted, it will be escalated to project governance board for resolution. All parties must approve any change in scope that requires an increase in the contract price in writing.

11. PERFORMANCE MEASUREMENTS

Project performance metrics will be measured on an ongoing basis during the course of the project, and formally at project closeout. It is expected that the delivery quality will be measured on the basis of timeliness (mutually agreed timeline per site), completeness of correctness of the products and services delivered to each site, and customer satisfaction level at cutover.

12. PROJECT EVALUATION AND REPORTING

A status report will be published at agreed-upon intervals to update project governance on the progress to date and challenges facing the project. Any variances to achieving the established milestones will be reported. Any degree of variance in established quality of delivery will be reported. A projection of activities for the following reporting period will be reported. Lessons learned will be captured and applied to processes and procedures. Major scope changes and remedies will be reviewed. Reassessment of existing risks will be performed to ensure risks are being managed. Additional risks will be captured, documented and planned for.

13. PROJECT CLOSEOUT

A MiChoice Project Survey will be completed by the customer at the end of the project to maximize the project's value for future projects. It refers to the original project definition in the statement of work with any approved changes. The survey will be completed after system cutover.

In addition, the Customer, MiChoice Project Manager, and MiChoice Customer Care Manager will participate in a project closeout meeting to review the project, deliverables, services, and formally conclude the project. This will signal turnover to Customer Support and indicate the project status is now completed.

Customer Support, Maintenance and Security

Once our solution is in place, we follow up with our support team. All customers receive one year complimentary (800 number) help desk support with their initial purchase, as well as a variety of extended telephone, on-site and web-based remote support options. These options can be purchased, via contract (terms and conditions listed below in Customer Care Technical Support) or on as-needed basis. Our help desk support staff has over 20 years' experience in this specific market, which gives us the ability to quickly and accurately assess the customer problems. This eliminates customer confusion; frustration or obstacles getting the customer back to a productivity state. MiChoice's professional support staff includes: Certified Network Engineers, Certified PC Technicians and Software Engineers. MiChoice's extended support options include:

- Remote technical support
- End-user help desk support
- Network problem solving assistance
- Hardware problem solving assistance
- On-site support
- MiChoice software maintenance releases
- Proactive operational support visits
- MiChoice software updates

Customer Care Technical Support Contract

Example

This contract is between XXXX (hereinafter "Customer") and MiChoice Technology (hereinafter "Dealer") wherein Customer orders and Dealer agrees to furnish during Dealer's normal working hours for the period from the effective date, and annually thereafter until canceled in writing by either party, services relating to software in accordance with the terms and conditions herein specified.

MiChoice Technology Support Team provides Customer telephone/Internet support for solving operational procedures, technical questions and get you up and running in the shortest time period.

This agreement DOES NOT include "New User Training". Internet training for new users is available at \$395.00 per day or on-site at \$595.00 per day, plus travel expenses.

The MiChoice Technology Technical Support Team provides “Remote Site Diagnostic Service” via the “Internet”. If an Internet connection has been installed at your site, the MiChoice Technology Technical Support Team can access your computer directly from our national support center and repair almost any software problem, or send new software updates.

1. Software services include: the correction of MiChoice Technology software technical problems, assistance with MiChoice Technology software operational errors, (not new user training) assistance with attempts to retrieve corrupt data, and the distribution of dealer software service packs.
2. The payment amount for the plan is stated in the enclosed contract and is due in advance. The plan shall not become effective until said payment is received by the dealer.
3. This agreement is not transferable.
4. Dealer shall not be responsible for failure to tender service hereunder for causes beyond its control, including, without limitation, strikes and labor disputes.
5. This agreement does not include software that has been altered by someone other than the dealer.
6. This agreement does include attempts to recover lost data, but does not guarantee the data to be recoverable.
7. This agreement does not cover in-depth support on the computer’s operating system, or a LAN/WAN network. (Examples: Windows XP, 2000, Win 7 & 8 NT, Novell). This support is to be provided by your computer vendor or IT Department.
8. Under no circumstances will the Dealer be held responsible for lost data or damaged data or any consequential damages.
9. This agreement covers only the software purchased from MiChoice, and does not cover peripheral software purchased from third parties.
10. Customers with a valid customer care support will have unlimited number of incidents and will be supplied with an 800 toll free number to call. Customer without a customer care support contract will be billed on a Pay-Per-Incident at \$ 3.95 per minute with a minimum of \$ 79.95 per call.

This instrument contains the entire agreement between parties and there are no promises, representations and warranties expressed or implied other than as set forth herein.

Fees for Help Desk Support

Customer Care extended help desk support is 15% of the total software purchase price with support provided from 7:30 a.m to 5:00 p.m. CST.

Incident Reporting and Tracking

MiChoice maintains a customer response system in which support calls are logged into the customer’s support history file. To keep the clients administrators advised about the status of support calls, letters or emails can be sent to the appropriate personnel outlining the problem and the resolution of the support call.

Support Access

MiChoice provides help desk support through an 800# telephone number, email, remote access and online self-help resources.

Communications/Network Outages/Replication Information

MiChoice software allows for:

Activity data to be updated on a transactional basis. Updates to master data must be able to be merged from various sources without overwriting or loss of pertinent data. Replication management through SQL.

Record updates are available at the field level, allowing individual fields to be updated from various sources, without overwriting entire records.

The system does provide for necessary data exchange between the Central Site and satellite schools electronically by the Wide Area Network (WAN). Database updates are done in real-time. System is able to report data transfer status.

The system maintaining transaction audit checks and records to prevent accidental duplicate transfer of information and allow for review of transaction activity.

MiChoice Technology software utilizes both MS SQL and MS ACCESS to store and maintain data. Account information is always updated and available instantly at all locations running all software modules via "Linked Tables". Accrued meal service data, however, is not available until after a meal service has been completed at any one location. The data can, however, be viewed in "real-time" while it is being accrued. It cannot be reported on until after the service is complete.

MiChoice's Meal Accountability Architecture

MiChoice software utilizes a Hybrid Solution for running decentralized meal accountability applications and databases while providing the benefits of a centralized database and real time processing.

MiChoice meal accountability software modules utilize a multiple database (Microsoft's© SQL Server 2005 and Access) approach rather than a single master centralized database. Our Hybrid Solution allows for "Real Time" or Batch connectivity between multiple databases for exchanging data, providing the data retrieval, and reporting features of a master centralized database.

What are the benefits of decentralizing applications and databases?

A major benefit is speed. In the school cafeteria environment, fast, reliable applications and fast, reliable service is critical. With a typical centralized application, if the connection is slow, or if there is a technical issue – or even a power outage – at the central office, that can mean major trouble. By using our solution of an integrated software module approach, with each software module bi-directionally exchanging data in a "Real Time" or batch process, the information is literally right at the fingertips of employees at all times, because all applications and data are local.

Furthermore, decentralized operations provide a valuable layer of redundancy. The school sites in decentralized systems can operate efficiently whether or not the central site is operational, and whether or not the communication lines to the central office are functional. MiChoice's Hybrid Solution can be configured to automatically keep all school sites synchronized on a regular basis, or perform On Demand "Real Time" data retrieval. This MiChoice Hybrid solution is tolerant of failures at the central office primary server or even in communications with the central office primary server.

How does the size of the school district operation impact benefits?

The data demands of individual schools are growing rapidly. Point of Sale systems are no longer just for sales, for instance. They also function as general computing devices for a range of applications, such as inventory management, menu planning, production records, time clocks, and so on. Thus, there is an ever-increasing reliance on an ever-broader range of business functions. If any of those applications are slow or off-line, it affects productivity. Decentralization means employees have access to all their applications, all the time, even if the district's wide-area-network goes down completely. This decentralized software module approach eliminates centralized information systems as a point of failure in school district operations.

Does decentralizing make the solution more susceptible to security problems?

Not at all. Our Coms-Pro Central Office Management Software provides a unique data slicing technology that lets school districts distribute in "Real Time" or in a batch process, only the data that each school needs, as opposed to just shipping the entire database everywhere. This intelligent data distribution limits the amount of data that is exposed during the replication process. Also the Coms-Pro Central Office Management Software provides centralized control over all distributed data. So even though the data itself is distributed, the central office still controls the data as a single, logical centralized database.

MiChoice Development Environment

MiChoice Technology, Inc. software components are all developed via Microsoft's ® Visual Studio and utilizes both MS Access and MS SQL databases to maintain all data. As such, a network running Microsoft Windows operating systems and utilizing standard TCP/IP protocol is required.

Technical Software Overview

MiChoice's ComsPro (central office software), FARApps (free and reduced processing) and EZTask (Inventory control) software packages all utilize an MS SQL database for data housing. This requires MS SQL Server 2000 or higher to be installed and running on a server in the district hosting an MS Server Platform. The hardware specifications of the server should meet or exceed those outlined via Microsoft for the various operating systems.

MiChoice's EMeal (POS system) software utilizes an MS Access database for data housing. The necessary operating systems for both the manager's machine and each POS terminal (PC) require that Windows 2000 Professional or higher OS be installed. The hardware specifications for these machines should meet or exceed those outlined via Microsoft for the various operating systems. An ODBC

connection back to the main MS SQL server will need to be established in order to take advantage of our “Global Operating Mode”. The manager’s computer does require a static IP address to be assigned to it. Each POS PC terminal can be assigned an IP address via DHCP.

Security:

All MiChoice’s software is MS Windows compatible and therefore takes advantage of Microsoft’s network security protocols for accessing databases. Connections to MiChoice’s MS SQL Server databases are controlled completely via Windows Authentication.

Within each of MiChoice’s software products, individual users and passwords can be assigned. To each of these user profiles, individual, customizable security levels can be assigned. The customizable security levels can be used to either allow or deny the user to different functions within each respected software package.

Application Customization:

All MiChoice’s software packages are customizable to meet each district’s individual needs. From K-12 Reporting to Individual Account Credit Limits to Customizable Graphical Menus to User Definable Reports and Letters, each package contains numerous customizable features. All MiChoice’s software modules utilize Crystal Decisions Crystal Reports, the industry leader in software for designing custom reports. This allows the experienced user to design their own templates and present the data in various formats.

Any State Specific reports can always be created and incorporated into the software packages either via the district’s IT department or MiChoice Technology, Inc.’s knowledgeable staff.

Software Warranty

MiChoice Technology Systems warrants that the software will perform in accordance with its published specifications for a period of one year from the date of purchase.

MiChoice Technology Systems, Inc. Software License

GRANT OF LICENSE: MiChoice Technology Systems, Inc. grants to the customer and the customer accepts upon the terms herein a nontransferable and nonexclusive license to use the Program Products contained in this package, and listed below whether in source or object code and documentation consisting of manuals and installation guides and guides and permitted copies thereof. This license covers the following products and any modification or improvements to the following Products.

Product License: EZ Task Inventory Software, MiChoice eMeal POS Master/Satellite Software, MiChoice District Office POS Software, MiChoice Far-Apps Free and Reduced Software and ETC Master/Client Software.

COPYRIGHT: The SOFTWARE is owned by MiChoice Technology Systems, Inc. and is protected by the United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes.

OTHER RESTRICTIONS: You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this agreement. You may not reverse engineer, de-compile or disassemble the SOFTWARE. If the Software is an update or has been updated, any transfer of the SOFTWARE must include the most recent update and all prior versions.

YOU MAY NOT USE, COPY, MODIFY OR TRANSFER THE SOFTWARE OR ANY COPY IN THE WHOLE OR PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE. ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY MICHoice TECHNOLOGY SYSTEMS, INC.

Any third-party suppliers of the SOFTWARE shall be considered third-party beneficiaries of this agreement and shall have the right to enforce MiChoice Technology Systems, Inc. rights under this agreement.

LIMITED WARRANTY

MiChoice Technology Systems warrants that the software will perform in accordance with the accompanying written materials for a period of one year from the date of purchase. MiChoice Technology Systems, Inc. does NOT warrant that the function contained in the software will meet your requirements or that the operation will be uninterrupted or error free. Continued use or possession of the software after expiration of the above one year warranty period shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of purchaser. A defective program product diskette/CD returned to MiChoice Technology Systems, Inc. within ninety (90) days of purchase will be replaced at no charge. Some states/contracts do not allow limitations on duration of implied warranty, so the above may not apply to you.

CUSTOMER REMEDIES: MiChoice Technology Systems, Inc. entire liability and your exclusive remedy shall be, at MiChoice Technology to repair or to replace the SOFTWARE that does not meet MiChoice Technology Systems, Inc. Limited Warranty and that is returned to MiChoice Technology Systems, Inc. with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse or misapplication. Any replacement SOFTWARE or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES: MICHoice TECHNOLOGY SYSTEMS, INC. DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS AND ANY ACCOMPANYING HARDWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM

STATE/COUNTRY. MICHoice TECHNOLOGY SYSTEMS, INC. SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING PERSONAL INJURY RESULTING FROM ERRORS IN THIS SOFTWARE OR HARDWARE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL MICHoice TECHNOLOGY SYSTEMS, INC. BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS MICHoice TECHNOLOGY SYSTEMS, INC. PRODUCT. EVEN IF MICHoice TECHNOLOGY SYSTEMS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

US GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE, hardware and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or in subparagraphs (c) (1) and (2) of the Commercial Computer Software – restricted Rights at 48 CFR 52, 227-19, as applicable. Manufacturer/Contractor is MiChoice Technology Systems, Inc. 11250 West Road, Suite C, Houston, Texas 77065.

If you acquired this product in the United States, the laws of the state of Texas govern this agreement.

Should you have any questions concerning this agreement, or if you desire to contact MiChoice Technology Systems, Inc. for any reason, please contact MiChoice Technology Systems, Inc. at 11210 Steeplecrest Drive, Suite 270, and Houston, Texas 77065.

Software Upgrades

MiChoice releases new software upgrades annually.

Children's Online Privacy Protection

The Children's Online Privacy Protection Act is not applicable to any of MiChoice products. However, if this changed MiChoice would immediately comply with Children's Online Privacy Protection Act. MiChoice would post a link to a notice of its information practices on the home page of its web site or online service and at each area where it collects personal information from children. MiChoice as an operator of a general audience site with a separate children's area would post a link to its notice on the home page of the children's area.

Upgrades for Federal and State Regulations

When the Federal and State regulation are changed MiChoice makes the changes to the appropriate software modules within thirty days and distributes the updated software via a download to all clients at no charge.

Access to Software

MiChoice's Windows-based software products that are hosted on a server, located on premise or in the cloud, can be accessed utilizing Microsoft Remote Desktop Connection which is available for smartphones, tablets, and laptops.

Pricing/Upgrades

MiChoice on-premise software is priced as a onetime cost per individual software module to meet the clients needs. If a client elects for MiChoice to host the purchased software in the "Cloud on Amazons AWS Servers)" we charge a "Hosting Fee" for the client's purchased software. The MTSS Software-as-a-Service (SaaS) Subscription model is priced per user for access to the MiChoice software.

Upgrades

Any upgrades are distributed through the software built in Check for Updates feature. For clients that have purchased MiChoice's Customer Care Support, the upgrades are included at no charge. For clients that do not have MiChoice's Customer Care program and are utilizing MiChoice's Pay as You Go plan, the upgrade fee is quoted on an individual basis.

Training

MiChoice offers two types of training to meet the client's needs and budget

- On-Site Training (Individual or Train the Trainer Program)
- Remote Training via the Internet

All MiChoice software products come with built in help files and printed documentation.