

MHL CLIENT AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between My Hot Lunchbox, LLC hereinafter referred to as "MHL" and you, hereinafter referred to as "Client".

All terms of prior Agreements, including but not limited to the Platform Software and Services Agreement, carry forward and are hereby incorporated into this Agreement.

By signing this agreement, the individual doing so (a) accepts this agreement on Client's behalf and agrees that Client is legally bound by its terms and (b) represents and warrants that he/she has the right, power, and authority to enter into this agreement and bind Client to its terms. By entering into this Agreement, Client acknowledges that it has read, understood, and voluntarily agreed to MHL's Terms of Service and Privacy Policy, both of which are expressly incorporated herein by reference.

1. Definitions

- a. "Client" shall mean the entity (including its affiliates, agents, and employees) accepting the terms of this Agreement and approved by MHL.
- b. "Client Site" shall mean the location selected by Client, and approved by MHL, where Vendors may deliver the Food Products.
- c. "Delivery Date(s)" means the times and dates for which Vendors may deliver to Client Food Products ordered by MHL Customers.
- d. "Food Products" means the food, utensils, packaging, and condiments Vendor shall deliver pursuant to this Agreement.
- e. "Vendor(s)" means Food Products providers.
- f. "MHL Customer(s)" means the user, or their dependents, who places orders through the MHL Platform.
- g. "MHL Data" means any information that MHL provides or makes accessible through the MHL Platform, including without limitation Personal Data.
- h. "MHL Platform" means the online ordering platform including the MHL website, or any of MHL's mobile applications, where MHL Customers place orders for Vendor's Food Products and Vendors view orders from MHL Customers.
- i. "Organization Term" refers to the span of time from beginning to end determined by the Client's annual calendar (School Year, Camp Session, etc.)

2. Term and Termination

- a. This Agreement shall commence on the Effective Date and, unless earlier terminated as provided below, shall continue year-to-year based upon the Organization Term.
- b. All fees associated with initial Client setup on MHL Platform defined as Onboarding Fees are waived upon signing unless Early Termination occurs. Early Termination is defined as Termination by Client prior to the end of Client's initial Organization Term.
- c. This Agreement shall automatically renew unless either Party provides the other Party written notice of its intent to not renew thirty (30) days before the start of the succeeding Organization Term.
- d. The following sections will survive this Agreement: Term and Termination, Definitions, Warranties. The provisions regarding the incorporation of the Privacy Policy and Terms of Service will also survive this agreement.

3. Orders

- a. MHL agrees to provide accounts for MHL Customers who register on the MHL Platform to order Food Products.

- b. MHL will be responsible for coordinating Vendors to deliver Food Products to Client on the mutually agreed Delivery Dates at Client Site.
- c. Client acknowledges and agrees to a minimum of 25 orders of Food Products per delivery from Vendor to Client Site.
- d. Delivery Dates may be modified provided Client indicates in writing to MHL the desired modification with one-week written notice and Vendor acceptance of modification.
- e. Client is responsible for distribution of Food Products to MHL Customers after vendor delivers the Food Products to the Client Site.
- f. Client is responsible for informing MHL of the status of meal deliveries. If Client does not indicate a missed delivery within one (1) hour of the delivery not arriving, MHL and its Vendors shall have no responsibility to issue a credit, refund, or replacement.
- g. A credit will be issued to all MHL Customers if there is a Client Site closure ONLY if the Client notifies MHL prior to eight o'clock in the morning (8 am) local time the day of the closure.
- h. Client acknowledges Vendors are not the agents or employees of MHL.
- i. Client agrees that during the Term of this Agreement, and for a period of one (1) year thereafter, Client will not allow any Vendor engaged or previously engaged with MHL to deliver Food Products to Client. The aforementioned does not pertain to special events such as evening sporting events, parties, teacher luncheons, etc.
- j. Client agrees that no other Vendors shall be allowed to deliver Food Products unless otherwise agreed to.

4. Warranties

- a. Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with or performing under this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement (including without limitation all applicable data protection and privacy laws); and (e) the content, media and other materials used or provided as part of this Agreement shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
- b. Except as set forth herein, MHL makes no representations, and hereby expressly disclaims all warranties, express or implied, regarding its services or products or any portion thereof, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.
- c. Both Parties acknowledge that neither Party has any expectation or has received any assurances for future business or that any investment by a Party will be recovered or recouped or that such Party will obtain any anticipated amount of profits by virtue of this Agreement.
- d. No indebtedness of Client of any kind shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

5. No Joint Venture or Agency

- a. Nothing in this Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and no Party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other Party hereto, in the absence of a separate writing, executed by an authorized representative of the other Party.
- b. The Parties acknowledge and agree that this Agreement is between independent businesses that are separately owned and operated. The Parties intend this Agreement to create the relationship of principal

and independent contractor and not that of employer and employee. Neither Party shall have the right to bind the other by contract (or otherwise) except as specifically provided in this Agreement.

6. Assignments

a. This Agreement may not be assigned, in whole or in part, by a Party without the prior written consent of the other Party, provided that each Party may assign this agreement, upon written notice to the other Party, to (a) an affiliate of such Party, or (b) in connection with the sale of all or substantially all of such Party's equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each Party hereto and its respective successors and assigns.

7. Merger

a. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements and understandings between the Parties hereto with respect to such transactions, except that any incorporated documents or agreements executed by MHL and Client pursuant to this Agreement shall not be affected by this Section.

8. Modification

a. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both Parties.
b. Notwithstanding the foregoing, MHL reserves the right, at any time, to modify external documents referenced and incorporated into this Agreement and/or any information referenced via hyperlink. Such modifications shall become effective upon posting.

9. Severability

a. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

On behalf of:

My Hot Lunchbox, LLC

Liberty Common School Aristotle Campus

Stacey Yobs

Jill Ronen

Signature

Signature

Stacey Yobs

Jill Ronen

Name

Name

Client Relationship Manager

Admin Assistant

Title

Title

5/10/2024

5/10/2024

Date

Date

ADDENDUM TO MHL CLIENT AGREEMENT

This document is in reference to an agreement dated May 7, 2024 between My Hot Lunchbox, LLC hereinafter referred to as "MHL" and Liberty Common School, hereinafter referred to as "Client".

MHL agrees to revise the terms of the contract below:

"PSD-R1 is not a party to this contract"

On behalf of:

My Hot Lunchbox, LLC

Stacey Yobs

Signature

Stacey Yobs

Name

Client Relationship Manager

Title

5/9/2024

Date

Liberty Common School

BEV Hanawalt

Signature

BEV Hanawalt

Name

Director of Operations

Title

5/10/2024

Date