

PROPOSAL

CUSTOMER:

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PROPOSAL DATE:

March 24, 2025

HOSTED SOFTWARE

Hosted Software Cost 2025-2026 Renewal

PrimeroEdge Software	Quantity	Unit Price	Total Price
Central Office License – Per District	1	\$995.00	\$995.00
PrimeroEdge Full Suite Package – Per Site POS, Student Eligibility, Inventory, Menu Planning, Production, Team Work	75	\$1,195.00	\$89,625.00
SchoolCafé Online Payments for Parents – Per District	1	\$0.00	\$0.00
SchoolCafé Online Applications and Menus and Nutrition Bundle – Per Site	75	\$275.00	\$20,625.00
Central Warehouse – Per Warehouse	1	\$695.00	\$695.00
Vending – Per Device	2	\$495.00	\$990.00
Total Hosted Software Cost			\$112,930.00
10% Discount			(\$11,293.00)
Annual Subscription Total			\$101,637.00

Pricing Notes:

1. Annual software support includes email, toll-free phone support, remote assistance, and software updates, as needed, to comply with USDA requirements.

TERMS & CONDITIONS

These Standard Terms and Conditions apply to any proposal and agreement and/or purchase order relating to the PrimeroEdge software and services sold by Cybersoft Technologies, Inc. ("Cybersoft") to you ("District") or subscribed by the District. These terms and conditions, together with the related proposal and agreement and/or purchase order shall constitute the entire agreement ("Agreement") between the parties.

Copyrights

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Pricing

Pricing the hardware, software, services and support are stated specifically and included as line items in the proposal. All Unit Prices are firm for 60 days. Discounts included in this proposal are only valid with the mix and quantities of items shown. Any change in the mix or quantities of items in this proposal may result in changes to discounts offered. Cybersoft retains the right to change prices at any time.

Taxes

Taxes will be charged additionally as may be applicable.

Shipping

Ground shipping is included, unless specifically listed as a line item in the proposal. If another shipping method is requested (such as overnight, two-day), shipping and handling are charged accordingly.

Term

1. Prices indicated in this proposal are valid for 60 days from date of proposal.
2. Subscription licenses are issued for a school year and prorated from the time of purchase until the end of that school year, Subscription Licenses are renewed annually upon payment of the Annual Subscription Fee.
3. Kickstart Package include setup, implementation, and training. It is valid for use as indicated in the Kickstart description.
4. Promotion discounts will only apply if purchases are made within the promotion period as offered in this proposal.

Data, Data Security and Integrity

District is responsible for providing all the required data including initial and on-going data feeds from third-party systems and systems being replaced. District is also responsible for the regular and complete back up of all data when the District is hosting it.

Cybersoft will use the data only for the purpose of fulfilling its obligations under this Agreement and will not share the data with or disclose it to any third Party without the prior written consent of the District or as otherwise required by law. Cybersoft will implement and maintain administrative, physical, technical, and procedural safeguards and best practices to secure such Data from unauthorized access, destruction, use, modification, or disclosure at all facilities when Cybersoft is hosting the District Data under this agreement.

Hardware and Network Compatibility

Cybersoft systems are intended for use with Ethernet and wireless installations where performance and demand is monitored by a certified network administrator. It is expected that wiring, switching, routing, etc. are up to current standards and that supporting network equipment is appropriate for the network traffic and user software employed on that network.

Virus Protection

While Cybersoft makes every effort to protect its software, firmware and data from intrusion and attack from hostile entities, it is the District's responsibility to provide adequate firewall protection, anti-viral software and attack monitoring for their network.

Foreign Software

Any software not included in the system, not approved by Licensor for installation on its systems or installed by a user, voids warranties for Licensor's systems and equipment. Licensor is not responsible for system failure due to the installation of foreign software.

Power and Cabling

It is the express responsibility of the District to provide appropriate and stable power for equipment and hardware. Cybersoft requires the District to use power supply protection equipment equal to the demand of the installed systems. Network cabling, switching and monitoring is the responsibility of the District, unless included as a line item of the quote. All software and hardware warranties are immediately voided if this policy is not upheld.

Software Support and Hardware Maintenance

Software Support is mandatory and is priced as quoted. For the initial year that this agreement is in force the support period will begin at the start of installation and end the subsequent June 30th. Support fees for that partial support period will be prorated to the purchase date. Purchase of additional PrimeroEdge software licenses will affect the annual software support charge. The Software Support Fee shall be subject to an annual increase of up to 8%. Hardware warranties included are those of the manufacturer and should be exercised directly with the manufacturer.

WARRANTY DISCLAIMER

EXCEPT FOR THOSE NON-EXCLUDABLE WARRANTIES, CONDITIONS AND TERMS, CYBERSOFT MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES OR TERMS (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING PERFORMANCE, RESULTS, SECURITY, NONINFRINGEMENT, MERCHANTABILITY, INTEGRATION, QUIET ENJOYMENT, SATISFACTORY QUALITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

Cybersoft SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY the District OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF Cybersoft HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.