

**St. Martin Middle School (Full School)****Quote #27457****Quote Expires: September 14, 2025**

SmartPass Standard Plan \$3,581.55

Subtotal \$3,581.55

Total \$3,581.55

\$3.79 x 945 students

1 Year: July 1, 2025 - June 30, 2026

Ready to Purchase?

Email billing@smartpass.app to submit a Purchase Order or pay with a credit card.

10,000+ Principals and School Leaders Use SmartPass Every Day



SmartPass Terms of Service: For SmartPass products, by submitting a payment or purchase order, and through your ongoing use of the SmartPass services, you agree to the SmartPass Terms of Service available at smartpass.app/terms and Privacy Policy available at smartpass.app/privacy. The Terms of Service and Privacy Policy are hereby incorporated by reference and such Terms of Service and/or Privacy Policy may be updated at any time.

If you need a W-9, you can view it at smartpass.app/w9

For your convenience, pay via ACH using the following details:**Beneficiary Information**

Name: SmartPass Inc.

Account Number: 5500374698

Account Type: Checking

Address: Dept. 434, P.O. Box 4458, Houston, TX 77210-4458

Receiving Bank Details

ABA Routing Number: 084201278

Bank Name: Cadence Bank

Bank Address: Tupelo, MS

EXHIBIT "A"

**JACKSON COUNTY SCHOOL DISTRICT
STANDARD CONTRACT ADDENDUM**

WHEREAS St. Martin Middle School is a part of the Jackson County School District, a political subdivision of the State of Mississippi and as such is restricted from entering into contracts and/or agreements with terms and/or provisions contrary to or prohibited by Mississippi Law.

NOW, therefore, in consideration of the mutual benefit to both parties, the undersigned contracting party, SmartPass, Inc., does hereby agree to the following standard terms, conditions and provisions of the Jackson County School District Standard Contract Addendum, and the same are hereby adopted and incorporated into, and shall apply to the Agreement between the parties regarding SmartPass Standard Plan Quote #27457 (dated 07/16/2025) as follows:

1. Term/No Automatic Renewal: Unless otherwise specified in the contract, the term of the contract or any renewal thereof shall only be for the current school year to which the agreement applies. There shall be no automatic renewals and if the contract does extend past that date, such contract will not be void but shall be voidable at the discretion of the School Board. The School Board shall have the option to renew the contract at the then current rates by providing at least thirty (30) days' written notice prior to the end of the term. Further, terms and provisions to the contrary notwithstanding, no contract can be entered into that binds a successor board.

2. Renewal/Extension of Term: Any extension or renewal of the agreement between the parties is subject to approval by the Board of Education of the Jackson County School District and shall be subject to the terms of this addendum.

3. Governing Law: Mississippi law shall govern the interpretation of the agreement between the parties and any dispute that may arise between the parties. Nothing in the contract between the parties shall be interpreted to abridge, modify or reduce any of the defenses provided to the Jackson County School District by case law and/or statutes of the state of Mississippi.

4. Indemnity: To the extent permissible under Mississippi law, the Jackson County School District shall not be subject to the terms of any provision or term in the contract between the parties requiring it to defend or indemnify any entity or party to the contract and shall not be liable under any scenario for the other party's legal fees.

5. Venue/Exclusive Jurisdiction: The State and Federal Courts with jurisdiction over Jackson County, Mississippi shall have exclusive jurisdiction of any dispute between the parties and the venue of said disputes shall be in Jackson County, Mississippi or the Federal Courts of the Southern District, Southern Division of Mississippi as the case may be. Further, any entity or business which contracts with the Jackson County School District submits to the personal jurisdiction of the State Courts or Federal Courts having jurisdiction over Jackson County, Mississippi.

6. No waiver of Warranties: To the extent permissible under Mississippi law, any provision in the contract between the parties seeking to limit the Jackson County School District's recovery resulting from the breach of an express warranty or any implied warranty of merchantability or fitness for a particular purpose shall be of no force or effect.

7. No Waiver of Damages: To the extent permissible under Mississippi law, any provision in the contract between the parties seeking to limit and/or waive the recovery by the Jackson County School District of any type of damages, including but not limited to

consequential, special and/or punitive damages shall be of no force and effect. Further, any provision in the contract between the parties seeking to limit damages of the contracting party to the contract price or some other amount shall be of no force and effect to the extent permissible under Mississippi law.

8. Arbitration: The Jackson County School District shall not be subject to the terms of any provision contained in the contract, supplemental terms or terms of use that would require the Jackson County School District to submit the resolution of a dispute to binding arbitration and that any such term or provision requiring the same shall be deemed to be of no force or effect.

9. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the Jackson County School District to its right to a jury trial as to any aspect of a dispute between the parties hereto shall be of no force or effect.

10. No Waiver or Statute of Limitations: Notwithstanding any provision to the contrary, any provision seeking to limit or modify a statute of limitation for any purpose shall be of no force and effect.

11. Limitation of Rights or Remedies Under the Uniform Commercial Code: To the extent permissible by law, the parties agree that any rights or remedies of the Jackson County School District under the Uniform Commercial Code are expressly limited to those set forth in the Agreement. All other rights or remedies, whether statutory or implied, are hereby waived to the fullest extent permitted.

12. Conflict of Terms: To the extent there is a conflict between the terms of this addendum or the terms of the contract, the terms of this addendum will control. Upon expiration

or termination of this contract, the terms of this addendum shall survive and will apply with respect to any dispute that may exist between the parties.

13. Amendment: Even if not specifically provided for herein, the terms, conditions and provisions of the Agreement between the parties regarding the SmartPass, Inc. Standard Plan Quote#27457 for St. Martin Middle School including but not limited to the SmartPass, Inc. Terms of Use, Provisions 1-10 incorporating the SmartPass Privacy Policy, available at smartpass.app/privacy, the SmartPass, Inc. Terms of Service available at smartpass.app/terms and any other attendant document and/or terms incorporated into and made a part of the Agreement between the parties are hereby amended and modified, where necessary and applicable and to the extent necessary to comply with Mississippi law as set forth in the Mississippi Code of 1972, as amended.

14. Notwithstanding anything contained herein to the contrary, the foregoing paragraphs 1-13 shall only be applicable to the extent their inclusion in the contract is required by Mississippi law.

SmartPass, Inc.:

Jackson County School District:


Melissa Pearson (Sep 19, 2025 09:37:16 CDT)
NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

Melissa Pearson, General Counsel
NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

09/19/2025
(DATE)

(DATE)

Jackson County School District_Martin Middle_ Addendum_SmartPass

Final Audit Report

2025-09-19

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