



Date 8/23/2026
Quote # Q18150
Quote Expires 9/25/2026
Start Date 7/1/2026
End Date 6/30/2027

Quote

Bill To
Jackson County School District
4701 Colonel Vickrey Road
Vanceleave MS 39565-5308

Ship To
St. Martin Middle School
10800 Yellow Jacket BLVD
Ocean Springs MS 39564

Description	Quantity	Rate	Amount
SmartPass Standard Annual Subscription	945	\$3.97950265	\$3,760.63

Subtotal \$3,760.63
Tax Total \$0.00
Total \$3,760.63

Order Information:

To place order for equipment, please e-mail your purchase order to orders@raptortech.com or visit Raptor's online store, shop.raptortech.com to pay with Credit Card.

For renewal questions or to submit renewal purchase order, please e-mail renew@raptortech.com

If you would like to pay in advance of your renewal term, please remit checks to:

SmartPass, Inc.
Dept 434
PO Box 4458
Houston, TX 77210-4458

Please reference document number(s) on all check payments.

By accepting this renewal order by payment, submitting a purchase order or otherwise accessing our services, you agree that the services are governed by our standard terms and conditions, which can be found at: <https://www.smartpass.app/terms>. In the event of a conflict between these terms and any previously negotiated agreement, the negotiated terms shall prevail.

The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "A" is hereby incorporated into the Agreement between the parties.



Q18150

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., a Raptor Technologies, LLC company, 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 Annual Subscription Quote #18150 (dated 08/23/2026) (Start Date 07/01/2026; End Date 06/30/2027) 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 SmartPass Inc.'s, 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 by law, the Jackson County School District shall not be subject to the terms of any provision or term in the contract 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. Nothing in this provision shall be construed to limit or waiver any rights or remedies available to SmartPass, Inc. under applicable law.

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 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 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 Annual Subscription Quote#18150 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 23, 2026 13:58:18 MDT) General Counsel

NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

Melissa Pearson, General Counsel

NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

9/23/2026

(DATE)

(DATE)