

MobyMax Renewal Quote

MobyMax Education, LLC
P.O. Box 392385 | Pittsburgh, PA 15251
888-793-8331

Quote # 378056

Quote For

Quote Date: June 7, 2024
District: Jackson County School District
School: St Martin Upper Elementary School
Quote Receiver: Magan Warden
Telephone: 2282833555
Email Address: jeremy.johns@mobymax.com

License Quoted

Subject: **MobyMax Schoolwide License**
Complete K-8 curriculum for all subjects including Math, Fact Fluency, Reading, Early Reading, Language, Writing, Science, and Social Studies

License End: December 16, 2025

Price: \$4,495.00

Subtotal \$4,495.00

Total amount due:	\$4,495.00
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Ways to Order

- **Fax to** 1-888-793-8330
- **Email to** billing@mobymax.com
- **Mail to:**
MobyMax
P.O. Box 392385
Pittsburgh, PA 15251
- **Call** 888-793-8331
- **Order online** with credit card or purchase order at www.mobymax.com/order.

Please Include with Purchase Order

- School name and school zip code
- Email address or fax number for accounts payable department
- A copy of this quote
- A copy of your tax exemption letter or certificate, if applicable

Quote expires after 90 days.

You can download our current W-9 form at www.MobyMax.com/w9.pdf.

If you are using ClassWallet, please add the ClassWallet fee to total amount due.

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

**JACKSON COUNTY SCHOOL DISTRICT
STANDARD CONTRACT ADDENDUM**

WHEREAS St. Martin Upper Elementary School is 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, MobyMax Education, LLC, 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 MobyMax Education, LLC Renewal Quote No. 378056 dated June 7, 2024 for MobyMax Schoolwide License Complete K-8 Curriculum Agreement between the parties 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. Further, terms and provisions to the contrary notwithstanding, no contract can be entered into that binds a successor board.

Exhibit “A”

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: 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.

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

6. No waiver of Warranties: Notwithstanding any provisions to the contrary, any contract provision 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: Notwithstanding any provision to the contrary that may be found in the contract, supplemental terms or terms of use that may be referenced therein, any provision 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 seeking to limit damages of the contracting party to the contract price or some other amount shall be of no force and effect.

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. No Waiver of Limitation of Rights or Remedies Under the Uniform Commercial Code: Notwithstanding any provision and/or language of the contract to the contrary, any provision seeking a waiver or to limit any rights and/or remedies of the Jackson County School District under the Uniform Commercial Code shall be of no force and effect.

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 MobyMax Education, LLC Renewal Quote No. 378056 dated June 7, 2024, the MobyMax Education, LLC Terms of Use and

current Privacy Policy and any other attendant documents 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, and as interpreted by the Mississippi Attorney General and the Mississippi Supreme Court.

MobyMax Education, LLC:

Jackson County School District:

 co CEO

NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

Glynn Willett co CEO

NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

6/19/2024

(DATE)

(DATE)