

Quote

Quote: 12123-1

Prepared For: JACKSON CO SCHOOL DIST

Date: 08/05/2025

To place your order, send the following information to salessupport@quavered.com:

- 1) PO or other form of payment, and tax exempt certificate (if applicable).
- 2) Billing information including email address. We email all invoices.
- 3) List of teachers/users including the user's name, email address and school location.

Item Description	Quantity	Unit Price	Unit Price After Discounts	Line Total
MISSISSIPPI Music Curriculum - Grade K, 1-Year License	1	\$300.00		\$300.00
MISSISSIPPI Music Curriculum - Grade 1, 1-Year License	1	\$300.00		\$300.00
MISSISSIPPI Music Curriculum - Grade 2, 1-Year License	1	\$300.00		\$300.00
MISSISSIPPI Music Curriculum - Grade 3, 1-Year License	1	\$300.00		\$300.00
MISSISSIPPI Music Curriculum - Grade 4, 1-Year License	1	\$300.00		\$300.00
MISSISSIPPI Music Curriculum - Grade 5, 1-Year License	1	\$300.00		\$300.00
			Sub Total	\$1,800.00
			Tax	\$0.00
			*Total	\$1,800.00

^{*}Sales Tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase.

Includes all of the following elements:

- Music Lessons
- Automated Assessments
- 1200 + Songs
- · Unlimited Student Accounts
- · Customizable Lesson Plans

- · Resources in Spanish
- Parent Resources
- Community Resources
- · Professional Development
- Ongoing Training

Quote valid for 90 days.

Credit card orders over \$10,000 may be subject to a 3% processing fee.

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

Contact: Troy Lewis troylewis@quavered.com Office: (866) 917-3633

Exhibit "A"

JACKSON COUNTY SCHOOL DISTRICT STANDARD CONTRACT ADDENDUM

WHEREAS East Central 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, QuaverEd, 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 Jackson County School District and QuaverEd Quote #12123-1 (dated 08/05/2025), QuaverEd's Mississippi Music Curriculum Grade K-5 (2025-2026) as follows:

- 1. <u>Term/No Automatic Renewal</u>: There shall be no automatic renewals. Further, terms and provisions to the contrary notwithstanding, no contract can be entered into that binds a successor board.
- 2. <u>Renewal/Extension of Term</u>: 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. <u>Governing Law</u>: Mississippi law shall govern the interpretation of the agreement between the parties and any dispute that may arise between the parties.
- 4. <u>Indemnity</u>: Any references to the Jackson County School District indemnifying, defending, or holding harmless Contracting Party or any other party is applicable only to the extent permitted by Mississippi law.

- 5. <u>Venue/Exclusive Jurisdiction</u>: 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. <u>No waiver of Warranties</u>: 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. <u>Conflict of Terms</u>: 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 QuaverEd Quote #12123-1 (Dated 08/05/2025), QuaverEd's Mississippi Music Curriculum Grade K-5 (2025-2026) and the QuaverEd Terms and Conditions (Provisions 1-44), and any other document and/or 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 Attorney General of Mississippi and the Mississippi Supreme Court.

Jackson County School District:		
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