



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE

QUOTE # 1479572-2
DATE: AUGUST 13, 2025

TO:

Brigette Myers
St Martin East Elementary School
7508 ROSE FARM RD
OCEAN SPRINGS, MS 39564

COMMENTS OR SPECIAL INSTRUCTIONS

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

SALESPERSON	TERMS	SUBSCRIPTION DURATION	ACCOUNT #	QUOTE VALID UNTIL
Justin Tolbert		August 18, 2025 - August 18, 2026	A25-6890103	September 12, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades PK-3) Subjects: IXL Complete (Math, ELA, Special Education	100	\$25.00	\$2,500.00
Total Price			\$2,500.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
Express PD	1	\$1,295.00	\$1,295.00
Total Price			\$1,295.00

TOTALS	
Total Subscriptions List Price	\$2,500.00
Total Services List Price	\$1,295.00
Grand Total	\$3,795.00

Ordering Instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click [here](#) or go to <https://www.xl.com/po-upload> and enter quote # 1479572-2. For international accounts, we can accept wire transfers for an additional fee.

EXHIBIT "A"

**JACKSON COUNTY SCHOOL DISTRICT
STANDARD CONTRACT ADDENDUM**

WHEREAS St. Martin East Elementary 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, IXL Learning, 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 IXL Quote #1479572-2 (dated 08/13/2025; Subscription Period 08/18/2025 – 08/18/2026); IXL site license (Grades PK-3); IXL Complete (Math, ELA, Science and Social Studies) Special Education and the Agreement between the parties regarding said quote 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.

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 IXL Quote #1479572-2 (dated 08/13/2025; Subscription Period 08/18/2025 -- 08/18/2026); IXL site license (Grades PK-3); IXL Complete (Math, ELA, Science and Social Studies) Special Education including the IXL Terms and Conditions of Sale (Provisions 1-11,

inclusive); Terms of Service of IXL Learning, Inc. (Provisions 1-25 inclusive; last updated 03/11/2024); IXL Service Privacy Policy (provisions 1-14; effective date 07/01/2020; last updated 07/01/2020); and IXL Service Children's Privacy Policy (provisions 1-8; effective date 07/01/2020; last updated 07/01/2020) as well as any attendant 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 Mississippi Attorney General and the Mississippi Supreme Court.

IXL Learning, Inc.:

Jackson County School District:

Paul Mishkin CEO
NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

Paul Mishkin, Chief Executive Officer
NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

8/14/2025
(DATE)

(DATE)