



edclub

QUOTE

Customer:

St. Martin East Elementary
Michelle Richards
7508 Rose Farm Road
Ocean Springs, MS 39564

EdClub Inc.

1701 Pennsylvania Ave.
NW Suite 200
Washington, DC 20006

Phone: 202-609-9919

Fax: 240-772-5885

Email: billing@edclub.com

Quote Number:

#600602

Quote Date:

July 17, 2025

Expiration Date:

Aug 16, 2025

Description	Qty	Unit Price	Amount
TypingClub student licenses for 1 year	685	\$3.93 (per student)	\$2,692.05
Subtotal:			\$2,692.05
Tax:			\$0.00
Total USD:			\$2,692.05

Above information is not an invoice and only an estimate of items described above. Please confirm your acceptance of this quote by submitting a PO via fax, email or mail.

EdClub Inc.

1701 Pennsylvania Ave NW Suite 200
Washington, DC 20006
Phone: 202-609-9919
Fax: 240-772-5885
E-mail: billing@edclub.com

Our Federal Tax ID# is 46-4621246

Our W-9 form is available under the billing section of your account as well as the following URL: <http://static.edclub.com/m/W-9.pdf>

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

Exhibit "A"

**JACKSON COUNTY SCHOOL DISTRICT
STANDARD CONTRACT ADDENDUM**

WHEREAS St. Martin East 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, EdClub, 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 Jackson County School District and EdClub, Inc, Quote #600602 (Quote Date 07/17/2025) regarding the Typing Club student licenses for 2025-2026, as follows:

1. Term/No Automatic Renewal: 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. 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.

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 either party hereto 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.

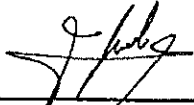
11. No Waiver of Limitation of Rights or Remedies Under the Uniform Commercial Code: Notwithstanding any provision and/or language of the contract to the contrary, any provision seeking a waiver or to limit any rights and/or remedies of either party hereto under the Uniform Commercial Code shall be of 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 the EdClub, Inc Quote #600602 (Quote Date 07/17/2025) and the EdClub, Inc Terms of Service (Pgs. 1-7; last updated 07/31/2015), as well as the EdClub, Inc Privacy Policy (Pgs. 1-16; last updated 05/25/2018) and any other document and/or terms of services of use 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.

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 law.

EdClub, Inc:



NAME & TITLE (SIGNED)

Ramtin Kiany , President

NAME & TITLE (PRINT)

9/30/2025

(DATE)

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

(DATE)