



LAZEL, Inc.
17855 Dallas Parkway, Ste 400
Dallas, TX 75287

Renewal Notice

For your ExploreLearning® subscription
#: Q-379302

Ship To:
Donna Knight
East Central Upper Elem School
5404 Hurley Wade Rd
Moss Point, MS 39562-2500
USA

Your subscription to the items below
will expire on: **09/30/2026**

Choose your renewal term below - multi-year discounts are available!

Item # / Description	Quantity	Renewal Price
REFLEXSITE / Reflex Site License	1	\$3,295.00
Estimated Tax		\$0.00
TOTAL		\$3,295.00

Multi-Year Discounts		Savings of
3 YEARS	\$8,896.50	\$988.50
2 YEARS	\$6,260.50	\$329.50

Total Renewal Price: _____
Renewal # of Years: (1,2 or 3 YEAR) _____

Tax Exempt (Y/N): _____

This proposal presented on 06/03/26 is made on behalf of LAZEL, Inc. (FEIN 27-1609020). As provided in the ExploreLearning, LLC customer notice, attached and incorporated herein, as of October 15, 2025, ExploreLearning® products and services are offered and available from its parent company, LAZEL, Inc., and provisioned and supported under the Company's integrated operational model.

All ExploreLearning® subscriptions and/or services are offered subject to the Company's standard license and terms of use and privacy policy (the "License Terms"), available at <https://apps.explorelearning.com/account/el/terms>, as supplemented by the terms of this proposal. By placing an order, customer confirms its acceptance of the License Terms, as well as the fees in this proposal, which together with the awarded proposal and/or any other associated agreement entered into by Company and customer regarding the subscriptions, products and services under this proposal, constitute the entire agreement between customer and Company regarding such subscriptions, products, and services (the "Agreement"). Customer and Company agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be of no effect, or any communications, whether written or oral, between customer and Company relating to the subject matter hereof. In the event of any conflict, the terms of the Agreement shall govern.

PLEASE NOTE (Q-379302) MUST APPEAR ON PURCHASE ORDER(S) TO PROCESS.

If the above price reflects sales tax and your organization should be tax-exempt, please send a current sales tax exemption certificate (including signature and date) via e-mail: sales@explorelearning.com and cc: kelly.morris@explorelearning.com or fax: 877-829-3039. Otherwise, please remit total including applicable sales tax.

Choose Method of Payment:
____ P.O. – Signed P.O. must be included/attached.
____ Check – Payable to ExploreLearning
____ Visa, MasterCard, Discover or American Express

Card Number: _____
Expiration Date: _____
CVV: _____
Name on Card: _____
Phone: (____) _____

Please send Purchase Orders via email:
sales@explorelearning.com and cc:
kelly.morris@explorelearning.com or fax: 877-829-3039

PLEASE NOTE: Our remittance address for checks HAS CHANGED:

ExploreLearning
PO Box 844615
Boston, MA 02284-4615

Please confirm your Primary Account Contact Name and Email: _____
Please confirm your PD Contact Name and Email: _____

Questions – call us: 866.882.4141 ext 392 (kelly.morris@explorelearning.com)
Printed June 2026 The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "A" is hereby incorporated into the Agreement between the parties.



Dear Valued Customer,

We are excited to share an important update regarding the operational integration of two of our businesses, ExploreLearning, LLC ("ExploreLearning") and Learning A-Z, LLC ("Learning A-Z"), which are affiliated companies under the common control of our parent company, LAZEL, Inc.

ExploreLearning and Learning A-Z are trusted leaders in K-12 educational technology. As of October 15, 2025, we will integrate the business operations of ExploreLearning and Learning A-Z under their existing parent company, LAZEL, Inc. By uniting these two businesses, we can deliver a broader, more impactful suite of solutions focused on making teaching easier, learning more fun, and outcomes stronger in the subjects that matter most.

For more detail and to access the press release, please click [here](#).

What This Integration Means for You

As a prospective customer, you now have access to the combined expertise and resources of both ExploreLearning and Learning A-Z. Our authorized team members from both companies work together to support the full range of products and services we offer. This integration allows us to provide you with comprehensive educational technology solutions backed by the knowledge and experience of both organizations.

Your data will be managed by authorized and trained personnel from both companies, as well as by trusted third-party service providers who support our operations. All data handling follows applicable data privacy laws and our internal policies to ensure your information remains protected.

Agreement to Terms

By choosing to move forward with a relationship with ExploreLearning, Learning A-Z, or both, you acknowledge and agree to the integrated operational model under LAZEL, Inc. described above. This includes the shared support infrastructure, data management practices, and future purchasing processes.

Looking Ahead

Beginning in January 2026, you will be able to access the product and service offerings of both ExploreLearning and Learning A-Z through a dedicated account representative who can help you explore our comprehensive suite of educational solutions. We are committed to making your experience with our integrated platform as seamless as possible and will continue to prioritize your educational needs throughout your journey with us.

Thank you for considering ExploreLearning and Learning A-Z as part of your educational journey.

ExploreLearning®
110 Avon Street
Charlottesville, VA 22902
866.882.4141
sales@explorellearning.com

Exhibit "A"

**JACKSON COUNTY SCHOOL DISTRICT
STANDARD CONTRACT ADDENDUM**

WHEREAS East Central Upper 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 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 Lazel, Inc., regarding ExploreLearning, LLC Renewal Notice Quote Number: Q-379302, Reflex Site License (2026-2027) 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.

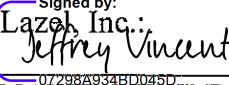
9. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the Jackson County School District to its right to a jury trial as to any aspect of a dispute between the parties hereto shall be of no force or effect.

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 the Lazel, Inc., ExploreLearning, LLC Renewal Notice Quote Number: Q-379302, Reflex Site License (2026-2027) and the Terms and Conditions of Use, (Pgs. 1-10); Privacy Statement for ExploreLearning Data Management System (Pgs. 1-5), and standard license as well as any other document and/or documents or terms and provisions that become 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.

Signed by:
Lazel, Inc.:
 SVP of Sales
07298A934B0045D
NAME & TITLE (SIGNED)
Jeffrey Vincent SVP of Sales
NAME & TITLE (PRINT)
7/29/2026
(DATE)

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

(DATE)