

LAZEL, Inc.

Quote Number: Q-382789

Proposal



PROPOSAL

For: East Central Lower Elem School
 Presented to: Angela Sievers, Other Administrator
 By: Kelly Morris
 Proposal Expiration: September 30, 2026

Quantity	Unit	Product	Months	Total
1	Site	Reflex Site License	12	\$3,295.00
1	Webinar	Included webinar training for up to 40 participants.	12	\$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

This proposal presented on May 5, 2026 is made on behalf of LAZEL, Inc. (FEIN 27-1609020). As provided in the Company customer notice, attached and incorporated herein, as of October 15, 2025, ExploreLearning® and LearningA-Z® products and services are offered and available from its parent company, LAZEL, Inc., and provisioned and supported under the Company's integrated operational model.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing.

Unless otherwise agreed by Company and customer, the subscription licenses and/or services purchased pursuant to the order agreement will begin on or about the start date as set forth in the proposal and continue in effect for the period set forth in the proposal. Unless otherwise set forth in the proposal or agreed to by Company and customer, all subscription licenses under the order shall have the same start and end dates, all subscription products and services are deemed delivered upon provisioning of subscription license availability, and all subscription licenses and associated services must be used within the subscription period; unused subscription licenses or services are not eligible for refund, credit, or prorating. On-site training may be fulfilled with a virtual training equivalency, as needed.

Acceptance

All subscriptions, products, and/or services are offered subject to the Company's standard license and terms of use, privacy, and other policies for the Company's solution(s), available at <https://apps.explorelearning.com/account/el/terms> (the "License 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 this 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 this Agreement shall govern.

Please review our License Terms carefully before activating your account.

Thank you for your business! **The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "A" is hereby incorporated into the Agreement between the parties.**

Next Steps

PLEASE NOTE THE QUOTE NUMBER (#Q-382789) MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

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Email to: sales@explorellearning.com, please CC kelly.morris@explorellearning.com to streamline processing

Fax to: 434-220-1484

Mail to: PO Box 844615, Boston, MA 02284-4615

You may also contact Kelly Morris at 866-882-4141, ext. 392 or kelly.morris@explorellearning.com for more information on any aspect of this proposal (#Q-382789).

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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.

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ExploreLearning® | Learning A-Z™

Implementation Questionnaire

To ensure the effective implementation of ExploreLearning® and Learning A-Z® products in your school or district, please provide us with the following:

CONTACT

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: _____

Title: _____

Email: _____

Phone: _____

WORKSHOP DETAILS

Provide us some details for your workshop(s):

of Teachers: _____

of Teachers who
are new to the
product: _____

of Teachers who
are experienced
with the product: _____

TECHNOLOGY

Please provide a description of the types of technology your teachers and students will be using to implement the ExploreLearning / LearningA-Z products:

Technology / Devices:

Additional Notes

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

Exhibit "A"

**JACKSON COUNTY SCHOOL DISTRICT
STANDARD CONTRACT ADDENDUM**

WHEREAS East Central Lower 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-382789, 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.

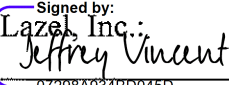
9. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the Jackson County School District to its right to a jury trial as to any aspect of a dispute between the parties hereto shall be of no force or effect.

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-382789, 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
 0729820934BD045D
 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)