



*Lexia Voyager Sopris Inc.
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: CustomerService@voyagersopris.com

Quote Number 00187284
 Created Date 6/25/2026
 Expiration Date 7/31/2026

Quote To Crystal Perry
 Phone 2282824297
 Email csj67@jcsd.ms

Bill To Name St Martin Middle School
 Bill To 10800 Yellow Jacket Rd
 Ocean Springs, MS 39564
 US
 Ship To Name St Martin Middle School
 Ship To 10800 Yellow Jacket Rd
 Ocean Springs, MS 39564
 US

Sales Executive

Evelyn Troncoso
 (888) 399-1995 ext 53607
evelyn.troncoso@voyagersopris.com

Description	Product Code	Quantity	Sales Price	Total Price
LANGUAGE! Live 2.0 Student Package, Level 1 - with 1 Year License	383208	30.00	\$85.00	\$2,550.00
LANGUAGE! Live 2.0 Teacher Start Up Package Level 1 with 1 Year 2.0 License	383179	1.00	\$598.00	\$598.00
REWARDS Secondary, 3rd Ed. Teacher's Guide and Posters (with access to Online Teacher Resources)	325075	1.00	\$140.00	\$140.00
REWARDS Secondary, 3rd Ed. Student Book (Set of 10)	325112	4.00	\$145.00	\$580.00

Total Price \$3,868.00
 S&H \$386.80
 Estimated Tax \$0.00
 Total Due \$4,254.80

Comments

*As of January 13, 2022, Voyager Sopris Learning, Inc. (Tax ID # 84-0770709), changed its name to Lexia Voyager Sopris Inc. As such, all business, all contracts, and documentation associated with this quote shall be executed under the Lexia Voyager Sopris Inc. name. (Same Tax ID # 84-0770709).

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Voyager Sopris will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

All academic school year licenses begin August 1 and end July 31 annually and all Summer subscription licenses begin May 1 and end July 31, regardless of purchase date.

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.



Order Term

This order quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Voyager Sopris and customer in writing, the licenses, products, and/or services purchased pursuant to this quote will begin on or about the start date and continue in effect for the period set forth in this quote. Unless otherwise set forth in this quote or agreed to by Voyager Sopris and customer in writing: 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 license availability; and all subscription licenses and associated services must be used within the subscription or service period specified herein - unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency, as needed, of up to six instructional hours per day.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to 888-819-7767, send by email to customerservice@voyagersopris.com, or send to your sales representative's email address listed above. NOTE: Each Purchase Order must include the correct quote order number as provided on this quote, and should attach this quote.

Order Acceptance

All Voyager Sopris subscriptions, products and/or services are offered subject to Voyager Sopris' standard license and terms of use (the "License Terms"), available at: <https://www.voyagersopris.com/terms-conditions>, as supplemented by this quote, and Voyager Sopris' [K-12 processing]. By placing an order, customer confirms its acceptance of the License Terms and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Voyager Sopris and customer regarding the subscriptions, products and services in this quote, constitute the entire agreement between customer and Voyager Sopris regarding such subscriptions, products, and services (the "Agreement"), and its authorization to Voyager Sopris' K-12 processing as described. Customer and Voyager Sopris agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and Voyager Sopris relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern. Third Party Subprocessors information available at: <https://www.voyagersopris.com/subprocessors>.

Return Policy

If, for any reason, you wish to return the products you purchased, you must return them within 30 days of receipt for a full credit or refund. Returned products must be complete, with all components included with the product as originally purchased returned together and must be in salable condition. Note that if a product to be returned included any online access to subscription licenses or online resources or downloadable components, your return of the product means that you will no longer have the rights to use or access the online components, and you understand and agree that we may suspend and/or fully disable further access. To ensure proper credit or refund, please call Customer Service at 800.547.6747 for an authorization number and procedures before returning an item. Products returned after 30 days will be subject to a 15% restocking fee. Products cannot be returned after 90 days from the date of shipment. Kits, Classroom Sets, etc., must be returned in their entirety. We cannot switch components or issue partial credits. If you find an error on your packing slip, or if your order was filled incorrectly, please notify Customer Service within 10 business days of receipt.

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 Middle School is a part of the Jackson County School District (hereafter "JCSD"), 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, Lexia Voyager Sopris, 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 Lexia Voyager Sopris, Inc. regarding Quote Number 00187284, created June 25, 2026 for Language! Live 2.0 Student Package, Level 1 and Teacher Start Up Package Level 1 Licenses; and Rewards Secondary, 3rd Edition Teacher Guide and Student Book for St. Martin Middle School (Start Date 08/01/2026; End Date 07/31/2027) as follows:

1. Term/No Automatic Renewal: There shall be no automatic renewals. 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. Further, terms and provisions to the contrary notwithstanding, absent specific statutory authority, no contract can be entered into that binds a successor JCSD Board of Education.

2. Governing Law/Venue/Exclusive Jurisdiction: Mississippi law shall govern the interpretation of the agreement between the parties and any dispute that may arise between the parties. The State and Federal Courts with jurisdiction over Jackson County, Mississippi shall have exclusive jurisdiction of any dispute between the parties and the venue of said disputes shall be in Jackson County, Mississippi or the Federal Courts of the Southern District, Southern Division of Mississippi as the case may be. Further, any entity or business which contracts with the JCSD submits to the personal jurisdiction of the State or Federal Courts having jurisdiction over Jackson County, Mississippi.

3. Indemnity: The JCSD shall not be subject to the terms of any provision or term in the contract requiring it to defend or indemnify or hold harmless any entity or party to the contract, or any other party, and shall not be liable under any scenario for the other party's legal fees.

4. No waiver of Warranties: Notwithstanding any provisions to the contrary, any contract provision seeking to limit the JCSD's recovery resulting from the breach of any applicable warranties whether expressed, implied or common law, shall be of no force or effect. JCSD does not make any warranty, and any provision stating or implying that JCSD is making a warranty shall have no force or effect.

5. 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, and solely to the extent necessary to comply with Mississippi law, any provision seeking to limit and/or waive the recovery by the JCSD of any type of damages, including but not limited to consequential, special and/or punitive damages shall be of no force and effect. Further, solely to the extent necessary to comply with Mississippi law, 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.

6. Arbitration: The JCSD shall not be subject to the terms of any provision contained in the contract, supplemental terms or terms of use that would require the JCSD 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.

7. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the JCSD 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.

8. No Waiver or Statute of Limitations: Notwithstanding any provision to the contrary, any provision seeking to limit or modify a statute of limitation or limiting the time for JCSD to pursue legal action or for any purpose shall be of no force and effect.

9. 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 applicable rights and/or remedies of the JCSD under the Uniform Commercial Code shall be of no force and effect.

10. Payments to Contractor: JCSD will deliver payments to Contractor no later than forty-five (45) days after receipt of invoice and receipt, inspection and approval of Contractor's products/services. Any provision that requires JCSD pay the contractor sooner are deleted. Any provision that requires JCSD pay Contractor any late charges shall have no force or effect.

11. Confidentiality: JCSD is subject to the Mississippi Public Records Act and the Mississippi Accountability and Transparency Act of 2008, and any provision requiring confidentiality in violation of the public records law shall have no force or effect.

12. Availability of Funding: The continuance of any JCSD contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of JCSD. This contract is cancellable with thirty (30) days' notice to the vender at the end of the fiscal period in the event funds are not appropriated by the funding authority.

13. Conflict of Terms: To the extent there is a conflict between the terms of this addendum and contracting party's contract document and/or documents, 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.

14. Amendment: Even if not specifically provided for herein, the terms, conditions and provisions of Agreement between the parties regarding Quote Number 00187284, including the Voyager Sopris Learning Privacy Policy and Terms of Use found at <https://www.voyagersopris.com/terms-conditions>, dated May 7, 2026 including Appendix A, as well any other 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.

Additional Terms and Provisions:

15. Any provision requiring JCSD to name the contractor as an additional insured is deleted. Any provision requiring JCSD to purchase insurance coverage beyond the coverage afforded JCSD pursuant to the Mississippi Tort Claims Act is deleted.

16. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

17. Any references to JCSD waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

18. JCSD does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law, including liquidated damages. JCSD does not agree to expend public funds for goods and/or services not received.

19. JCSD does not waive its sovereign immunity or any Constitutional Eleventh (11th) Amendment immunity to which it may be entitled.

Lexia Voyager Sopris, Inc.:

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

(DATE)

(DATE)