

ExploreLearning

Quote Number: Q-378784

Proposal

**PROPOSAL**

ExploreLearning Reflex
 For: St Martin East Elem School
 Presented to: Brigitte Myers, Principal
 By: Kelly Morris
 Proposal Expires on: August 13, 2025

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 July 14, 2025 is made on behalf of ExploreLearning, LLC (FEIN 38-3942548).

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Acceptance

All ExploreLearning subscriptions and/or services are offered subject to ExploreLearning's standard license and terms of use and privacy policy (the "License Terms"), available on the product log in pages as supplemented by the terms of the applicable proposal - and ExploreLearning's K-12 processing (<https://web.explorelearning.com/k12processing/>). By placing an order, customer confirms its acceptance of the License Terms, as well as the fees in the proposal, which together with the awarded proposal and/or any other associated agreement entered into by ExploreLearning and customer regarding the subscriptions, products and services, constitute the entire agreement between customer and ExploreLearning regarding such subscriptions, products, and services (the "Agreement") and provides its authorization to ExploreLearning's K-12 processing as described. Customer and ExploreLearning 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 ExploreLearning 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. 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-378784) 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:

Email to: sales@explorelearning.com, please CC kelly.morris@explorelearning.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@explorelearning.com for more information on any aspect of this proposal (#Q-378784).

ExploreLearning

Quote Number: Q-373395

Proposal

Implementation Questionnaire

To ensure the effective implementation of ExploreLearning 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 ExploreLearning 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 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, , 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 ExploreLearning, LLC Proposal Quote Number: Q-378784, Reflex Site License and Webinars (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 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 ExploreLearning, LLC Proposal Quote Number: Q-378784 (presented July 14, 2025), Reflex Site License and Webinars (2025-2026) 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.

DocuSigned by:
ExploreLearning, LLC:
Julia Given
99816225813457

NAME & TITLE (SIGNED)
Julia Given VP Finance

NAME & TITLE (PRINT)
8/18/2025

(DATE)

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

(DATE)