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SOF No.: 515201852432

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Customer Address:

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We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<p>Rosetta Stone English for Education is a fixed term license for online access to the Rosetta Stone Foundations for K-12 (Silver) solution, and includes initial language aptitude placement test (grades 6-8), student activities, and teacher guides in all commercially available levels for use on Windows and Mac computers and access to all product-specific mobile applications for iOS or Android devices (the "License").</p> <p>The License includes enhanced implementation, product training, four (4) online training sessions and one onsite training session, access to The Bridge, an online global community for learning and sharing best practices for educators using Rosetta Stone and Family Connection, a specialized weekly communication for parents in Spanish.</p> <p>Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.</p>	170	USD 130.00	USD 22,100.00

Notes

- Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.
- Professional Development services must occur within the activation period or term of the underlying license. If Customer does not schedule and utilize purchased Professional Development services within that period, Rosetta Stone's obligation to provide such services will terminate.
- Session 1 expires 6 months after the date your Rosetta Stone site goes live.
- Session 2 expires 8 months after the date your Rosetta Stone site goes live.
- Session 3 expires 10 months after the date your Rosetta Stone site goes live.
- Session 4 expires 12 months after the date your Rosetta Stone site goes live.

Industry: Education K-12

Pricing is valid through May 31, 2018.

Grand Total: USD 22,100.00

TERM AND TERMINATION

This Order Form becomes effective upon its execution by both parties and continues in effect for a period of 12 months following the service activation date of July 19, 2018 (the "Term"). The Term of this Order Form is renewable upon mutual agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the availability of the Rosetta Stone Product and/or terminate this Order Form in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Order Form forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Order Form, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Order Form for any reason, all rights granted to Customer hereunder shall terminate, and Customer shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Order Form, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above plus all applicable taxes upon execution of this Order Form by both parties. Invoices are payable on net 30 day terms, F.O.B. Point of Origin.

ACCEPTANCE

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the top of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone Enterprise License Agreement ("ELA"), available at www.rosettastone.com/legal. The ELA, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

ROSETTA STONE LTD.

PERRIS UNION HIGH SCHOOL DISTRICT

By: _____
Authorized Signing Authority

By: _____
Authorized Signing Authority

Printed Name/Title

Printed Name/Title

Date

Date