



Rosetta Stone LLC  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404  
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 (F) 866-295-1834  
 www.rosstattastone.com

SERVICE ORDER FORM

May 1, 2023

Rosetta Stone Contact:  
 April Storm  
 Phone: (540) 236-5006  
 Email: [astorm@rosettastone.com](mailto:astorm@rosettastone.com)

**Customer Shipping Address:**

Susan Smyth  
 Account Clerk  
 Perris Union High School District  
 155 E 4th St Business Office  
 Perris, CA 92570  
 US

**Customer Billing Address:**

Susan Smyth  
 Account Clerk  
 Perris Union High School District  
 155 E 4th St Business Office  
 Perris, CA 92570  
 US

Contact Phone: (951) 943-6369 ext 81109  
 Contact Email: [susan.smyth@puhsd.org](mailto:susan.smyth@puhsd.org)

Billing Contact Phone: (951) 943-6369 ext 81109  
 Billing Contact Email: [susan.smyth@puhsd.org](mailto:susan.smyth@puhsd.org)

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone LLC 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
Engage I & II: Virtual professional learning sessions (up to 49 attendees)	1	USD 995.00	USD 995.00
<b>Discount Amount</b>	1	USD 0.00	USD 0.00
Rosetta Stone Foundations for Schools (Silver) is fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages (including English) and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for 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.	170	USD 200.00	USD 34,000.00
<b>Discount Amount</b>	170	USD 20.00	USD 3,400.00
Total Discounts & Promotions			USD 3,400.00
Sub Total			USD 31,595.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 31,595.00

**Notes**

- 1 - 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.
- 2 - The professional development referred to above must occur within one year following the date of this Order Form. If Customer fails to allow Rosetta Stone to provide the professional development within that period, Rosetta Stone's obligation to provide the professional development will terminate.
- Renewal: existing site expires on July 19, 2023.

Pricing is valid through July 19, 2023.

**TERM AND TERMINATION**

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for a period of 24 months following the service activation date of July 19, 2023 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all services must be used within the Subscription Period; unused Product licenses or services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Rosetta Stone may suspend delivery of the Product/services in the event that Customer fails to make any payment when due.

**INVOICING AND PAYMENT TERMS**

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

**SPECIAL PROVISION**

Rosetta Stone anticipates that its products and solutions will evolve in the course of this multi-year contract and therefore reserves the right to upgrade or replace existing versions of the software being currently offered with a comparable language learning solution.

**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 866-295-1834. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right 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 K12 Education License Agreement (the "K12 License"), available at [www.rosettastone.com/legal](http://www.rosettastone.com/legal). The K12 License, 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 ROSETTA STONE K12 EDUCATION LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

**ROSETTA STONE LLC**

By: \_\_\_\_\_

Authorized Signing Authority

\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_

Date

**PERRIS UNION HIGH SCHOOL DISTRICT**

By: \_\_\_\_\_

Authorized Signing Authority

\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_

Date