

SERVICE ORDER FORM

April 29, 2021

Rosetta Stone Contact:  
 Jessica Madgitz  
 Phone: (571) 867-6372  
 Email: [jmadgitz@rosettastone.com](mailto:jmadgitz@rosettastone.com)

**Customer Shipping Address:**

Charles A Tippie  
 Director, Learning Support Services  
 Perris Union High School District  
 Attention: Accounts Payable  
 55 East Fourth Street  
 PERRIS, CA 92570  
 US

Contact Phone: (951) 943-6369 x 81108  
 Contact Email: [charles.tippie@puhsd.org](mailto:charles.tippie@puhsd.org)

**Customer Billing Address:**

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

Billing Contact: Susan Smyth  
 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 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
<p><b>Year 1</b>            Rosetta Stone Foundations for English Package is a fixed term license for online access to the Rosetta Stone Foundations for World Language (Silver) solution, and includes initial language aptitude placement test (grades 6-12), 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 (1) 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. 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> <p>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 Stones obligation to provide such services will terminate.</p> <p>The first unused Professional Development session will expire 6 months from Activation, with an additional session expiring every two (2) months thereafter. For multi-year licenses which include additional Professional Development sessions, the first session will expire 6 months from the date or renewal with an additional session expiring every two (2) months thereafter.</p>	170	USD 130.00	USD 22,100.00
<b>Discount Amount</b>	170	USD 19.50	USD 3,315.00

<p><b>Year 2</b> Rosetta Stone Foundations for English Package is a fixed term license for online access to the Rosetta Stone Foundations for World Language (Silver) solution, and includes initial language aptitude placement test (grades 6-12), 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 (1) 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. 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> <p>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 Stones obligation to provide such services will terminate.</p> <p>The first unused Professional Development session will expire 6 months from Activation, with an additional session expiring every two (2) months thereafter. For multi-year licenses which include additional Professional Development sessions, the first session will expire 6 months from the date of renewal with an additional session expiring every two (2) months thereafter.</p>	170	USD 130.00	USD 22,100.00
<b>Discount Amount</b>	170	USD 19.50	USD 3,315.00
Total Discounts & Promotions			USD 6,630.00
Sub Total			USD 37,570.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 37,570.00
<b>Notes</b>			
<ul style="list-style-type: none"> <li>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.</li> </ul>			

Pricing is valid through July 31, 2021.

**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, 2021 (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 60 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 540-437-2843. 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 LTD.**

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

Authorized Signing Authority

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**PERRIS UNION HIGH SCHOOL DISTRICT**

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

Authorized Signing Authority

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date