



Rosetta Stone Ltd.
 135 West Market Street
 Harrisonburg, Virginia 22801
 (P) 800-788-0822
 (F) 540-437-2843
 www.rosettastone.com

SERVICE ORDER FORM

April 23, 2019

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

Customer Shipping Address:

Charles A Tippie
 Coordinator, Learning Support Services
 Perris Union High School District
 155 E 4th St Business Office
 Perris, CA 92570
 US

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

Customer Billing Address:

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

Billing Contact: _____
 Billing Contact Phone: _____
 Billing Contact Email: _____

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>Year 1 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 6-12), 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 Stone's 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
Discount Amount	170	USD 19.50	USD 3,315.00

<p>Year 2 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 6-12), 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 Stone's 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
Discount Amount	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
Notes			
<ul style="list-style-type: none"> 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. 			

Pricing is valid through July 31, 2019.

TERM AND TERMINATION

This Agreement becomes effective upon its execution by both parties and continues in effect for a period of 24 months following the service activation date of July 19, 2019 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement 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 Agreement 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 Agreement, 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 Agreement for any reason, all rights granted to you hereunder shall terminate, and you 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 Agreement, 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 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. In placing this order, customer accepts the terms and conditions described in the Enterprise License Agreement, available at www.rosettastone.com/agreements. Please fax quote along with any applicable purchase order to 540-437-2843.

I (the Customer) have read and accept the Enterprise License Agreement (ELA). The ELA, together with this Rosetta Stone Order Form ('Order Form') constitute the entire 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. 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.

By: _____

Authorized Signing Authority

Printed Name/Title

Date

PERRIS UNION HIGH SCHOOL DISTRICT

By: _____

Authorized Signing Authority

Printed Name/Title

Date