

SERVICE ORDER FORM

September 11, 2020

Rosetta Stone Contact:
 Christy Robinson
 Phone:
 Email: crobison@rosettastone.com

Customer Shipping Address:

Vicka Llamas
 Director English Language Services
 Santa Rosa City Schools
 211 Ridgeway Ave
 Santa Rosa, CA 95401-4386
 US

Contact Phone: (707) 528-5388
 Contact Email: ellamas@srcs.k12.ca.us

Customer Billing Address:

Vicka Llamas
 Director English Language Services
 Santa Rosa City Schools
 211 Ridgeway Ave
 Santa Rosa, CA 95401-4386
 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
Rosetta Stone Foundations for K-12 (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages 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 a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. 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.	230	USD 105.00	USD 24,150.00
.One hundred seventy-two (172) Rosetta Stone English provides each Authorized End User with online access to the English language learning solution, which encompasses learning tools for emerging bilingual students, also known as ELLs, in grades K–6, to help them to acquire higher English language proficiency levels, integrating three key areas: speaking, listening, and grammar. The solution utilizes Rosetta Stone’s proprietary Assessment Without Testing technology, which offers real-time assessment of student, class and district performance on specific areas of language proficiency. Services included with the product: access to Technical Support (via phone, email and chat); access to the Rosetta Stone Knowledge Base resource library. Licenses are subscription licenses for named Authorized End Users for a fixed subscription period (the "Subscription Period"), where all licenses have the same start and end dates based on the service activation date, as specified in the order form. Licenses may be reassigned to other Authorized End Users during the Subscription Period. Includes District Implementation Service Partnership (DISP) (1 Onsite) includes: one (1) onsite* administrator/teacher training session; live planning & metrics reviews; and access to an assigned Customer Success Manager. *Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session.	1	USD 26,040.00	USD 26,040.00
Rosetta Stone® English™ Building License provides each User within a School Building with online access to the English language learning solution, which encompasses learning tools for emerging bilingual students, also known as ELLs, in grades K–6, to help them to acquire higher English language proficiency levels, integrating three key areas: speaking, listening, and grammar. The solution utilizes Rosetta Stone’s proprietary Assessment Without Testing technology, which offers real-time assessment of student, class and district performance on specific areas of language proficiency. Services included with the product: access to Technical Support (via phone, email and chat); access to the Rosetta Stone Knowledge Base resource library. Licenses are subscription licenses for a fixed subscription period (the "Subscription Period"), where all licenses have the same start and end dates based on the service activation date, as specified in the order form.	8	USD 13,000.00	USD 104,000.00
Sub Total			USD 154,190.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00

Grand Total	USD 154,190.00
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. Renewal: existing site expires on September 18, 2020. 	

Pricing is valid for 30 days.

TERM AND TERMINATION

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for a period of 12 months following the service activation date of September 18, 2020 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

*Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session.

Thereafter, this Order Form shall automatically renew for consecutive renewal terms of one year each, unless a party gives the other party written notice of termination of this Order Form at least thirty (30) days before the expiration date of the then current term; provided, however, that prior to each renewal of the term of this Order Form, Licensor shall have the right to propose revisions to the pricing and other terms set forth in this Order Form to be effective for the next renewal period. If the parties fail to agree in writing on the revisions to this Order Form prior to the commencement of the renewal term, this Agreement will terminate on the expiration date of the then current term. Incremental add-on licenses for a site will be priced at the renewal rate consistent with the term of the renewal (and not be prorated).

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.

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.

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.rossettastone.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

SANTA ROSA CITY SCHOOLS

By: _____
 Authorized Signing Authority

 Printed Name/Title

 Date