

SERVICE ORDER FORM

NO.10232015ED00031487

October 23 2015

Rosetta Stone Contact:
 Rita Moen
 Account Executive; AK, NO.CA, HI, NV
 Phone: (800) 788-0822 ext 5191
 Email: rmoen@rosettastone.com

Customer Shipping Address:

Katie Kosich
 IT
 Alder Creek Middle School:
 11911 Donner Pass Road
 Truckee, CA, 96161
 US

Contact Phone: (530) 582-2750 ext 28345
 Contact Email: kkosich@ttusd.org

Customer Billing Address:

Katie Kosich
 IT
 Alder Creek Middle School:
 10931 Alder Dr,
 Truckee, CA, 96161
 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.	6	USD 477.00	USD 2,862.00
USB Microphone Headset	6	USD 36.00	USD 216.00
Total Discounts & Promotions			USD 572.40
Sub Total			USD 2,505.60
Total Sales Tax			USD 16.20
Total Shipping Charges			USD 0.00
Grand Total			USD 2,521.80
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 October 26 2018. 			

Pricing is valid for 30 days.

TERM AND TERMINATION

This Order Form becomes effective upon its execution by both parties. The service activation date for the Licenses described above is October 26, 2015 . If the activation date is within 30 days of the date of Customer's signature on this Order Form, the Licenses shall have a term of 37 months from the activation date.

This 37 month term is applicable to new online subscription clients only. If the activation date requested by Customer is more than 30 days after Customer's signature date, then the License term shall be 36 months from the requested activation date. 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 Agreement at least thirty (30) days before the expiration date of the then current term; provided, however, that prior to each renewal 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 Order Form will terminate on the expiration date of the then current term.

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 upon execution of this Order Form and prior to each renewal of the term of this Order Form. Invoices are payable on net 30 day terms, F.O.B. Point of Origin.

ACCEPTANCE

This quote also serves as an order form. In placing this order, Customer, on behalf of itself and its authorized users, accepts the terms and conditions described in the Rosetta Stone 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 Rosetta Stone 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

ALDER CREEK MIDDLE SCHOOL:

By: _____

Authorized Signing Authority

Printed Name/Title

Date