



## SERVICE ORDER FORM

June 2, 2020

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

Rosetta Stone Contact:  
Liz Peatman  
AE III  
Phone: 7073370668  
Email: [lpeatman@rosettastone.com](mailto:lpeatman@rosettastone.com)

**Customer Shipping Address:**

Maurice Williams  
Head of School  
AIMS College Prep High School  
746 Grand Ave  
Oakland, CA 94610  
US

Contact Phone: (510) 220-5044  
Contact Email: [maurice.williams@aimsk12.org](mailto:maurice.williams@aimsk12.org)

**Customer Billing Address:**

Maurice Williams  
Head of School  
AIMS College Prep High School  
746 Grand Ave  
Oakland, CA 94610  
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	LANGUAGE	LEVEL	QTY	UNIT PRICE	TOTAL
USB Microphone Headset			350	USD 15.00	USD 5,250.00
Online Professional Development Session			1	USD 0.00	USD 0.00
<b>Year 1</b> Rosetta Stone Foundations for K-12 (Silver) is a fixed term site 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. Access to Rosetta Stone in all commercially available languages and all available levels will be provided for students and faculty at AIMS CP based on a current approximate student/faculty population of 450.			1	USD 15,493.68	USD 15,493.68
<b>Year 2</b> Rosetta Stone Foundations for K-12 (Silver) is a fixed term site 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. Access to Rosetta Stone in all commercially available languages and all available levels will be provided for students and faculty at AIMS CP based on a current approximate student/faculty population of 450.			1	USD 15,493.68	USD 15,493.68

<b>Year 3</b> Rosetta Stone Foundations for K-12 (Silver) is a fixed term site 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. Access to Rosetta Stone in all commercially available languages and all available levels will be provided for students and faculty at AIMS CP based on a current approximate student/faculty population of 450.			1	USD 15,493.68	USD 15,493.68
Sub Total					USD 51,731.04
Total Sales Tax					USD 380.63
Total Shipping Charges					USD 0.00
Grand Total					USD 52,111.67
<b>Notes</b>					
<ul style="list-style-type: none"> <li>• 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.</li>   <li>2 - The professional development referred to above must occur within six months 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.</li> </ul>					

Pricing is valid through June 30, 2020.

#### **TERM AND TERMINATION**

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for a period of 36 months following the service activation date of June 15, 2020 (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 (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

**AIMS COLLEGE PREP HIGH SCHOOL**

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

Authorized Signing Authority

**Maurice williams**

\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_

Date