



SERVICE ORDER FORM

July 15, 2022

Rosetta Stone LLC
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 San Mateo, CA 94404
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 (F) 540-437-2843
 www.rosstattstone.com

Rosetta Stone Contact:
 Sandra Quiroz
 National Account Manager | K-12 Education
 Phone: (540) 236-7622
 Email: squiroz@rosettastone.com

Customer Shipping Address:

Dominick Lupo
 Assistant Superintendent for Curriculum & Instruction
 Lincolnwood School District 74
 6950 N. E Prairie Rd.
 Lincolnwood, IL 60712
 US

Contact Phone: (847) 675-8234
 Contact Email: dlupo@sd74.org

Customer Billing Address:

Dominick Lupo
 Assistant Superintendent for Curriculum & Instruction
 Lincolnwood School District 74
 6950 N. E Prairie Rd.
 Lincolnwood, IL 60712
 US

Billing Contact Phone: (847) 675-8234
 Billing Contact Email: dlupo@sd74.org

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone LLC 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 Schools (Silver) is fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages (including English) 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 digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for 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.	15	USD 240.00	USD 3,600.00
Discount Amount	15	USD 24.00	USD 360.00
Total Discounts & Promotions			USD 360.00
Sub Total			USD 3,240.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 3,240.00
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 October 7, 2022. 			

Pricing is valid through October 31, 2022.

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 October 7, 2022 (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 30 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. 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.

DocuSigned by:
ROSETTA STONE LLC
Paul Mishkin
By: _____
B061144972D7468...
Authorized Signing Authority
Paul Mishkin CEO
Printed Name/Title
7/26/2022
Date

LINCOLNWOOD SCHOOL DISTRICT 74
By: _____
Authorized Signing Authority

Printed Name/Title

Date