

SERVICE ORDER FORM

June 8, 2021

Rosetta Stone Contact:
 Ben Steelman
 Account Manager, K-12 Education
 Phone: 540-705-4739
 Email: bsteelman@rosettastone.com

Customer Shipping Address:

David Russo
 Assistant Superintendent for Curriculum and Instruction
 Lincolnwood School District 74
 6950 N. E Prairie Rd.
 Lincolnwood, IL 60712
 US

Contact Phone: 8476758234
 Contact Email: drusso@sd74.org

Customer Billing Address:

David Russo
 Assistant Superintendent for Curriculum and Instruction
 Lincolnwood School District 74
 6950 N. E Prairie Rd.
 Lincolnwood, IL 60712
 US

Billing Contact: David Russo
 Billing Contact Phone: 8476758234
 Billing Contact Email: drusso@sd74.org

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
Ten (10) Rosetta Stone Foundations for World Language (Silver) is a 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 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. Includes one (1) Online Professional Development Session	1	USD 1,800.00	USD 1,800.00
Sub Total			USD 1,800.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 1,800.00
Notes			
<ul style="list-style-type: none"> 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. 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. 			

Pricing is valid through August 31, 2021.

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 August 1, 2021 (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 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. 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.

ROSETTA STONE LTD.

By: *Pam Mink*

Authorized Signing Authority

Printed Name/Title

Date

LINCOLNWOOD SCHOOL DISTRICT 74

By: _____

Authorized Signing Authority

Printed Name/Title

Date