

RosettaStone®

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

6/23/2014

Rosetta Stone Contact: Jessica Buckingham, Account Manager, K-12 Education
 Phone: 571.357.6848
 Email: jbuckingham@rosettastone.com

Customer Address:

Patti Robbins
 ESL Supervisor
 School Board of Clay County
 814 Walnut Street
 Green Cove Springs, FL 32073
 US

Contact Phone: (904) 284-6576
 Contact Email: probbins@mail.clay.k12.fl.us

Billing Address:

Patti Robbins
 ESL Supervisor
 School Board of Clay County
 814 Walnut St.
 Green Cove Springs, FL 32073
 US

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® and TELL ME MORE® brands. Rosetta Stone and TELL ME MORE 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 PRICE
Rosetta Stone® Language Learning Standard for K-12 is a fixed term license for online access to Rosetta Course® core language lessons and Rosetta World® solo activities and stories in all commercially available languages and all available levels for use on Windows and Mac computers and includes Rosetta Stone Manager™ 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.	151	USD 99.00	USD 14,949.00

Notes

- 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 8/1/2014.

Industry: Education K-12

Pricing is valid through June 30, 2014.

Grand Total:	USD 14,949.00
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TERM AND TERMINATION

This Order Form becomes effective upon its execution by both parties and continues in effect for a period of 12 months following the service activation date of August 1, 2014 (the "Term"). The Term of this Order Form is renewable upon mutual agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the availability of the Rosetta Stone Product and/or terminate this Order Form 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 Order Form 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 Order Form, 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 Order Form for any reason, all rights granted to Customer hereunder shall terminate, and Customer 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 Order Form, 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. 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 accepts the terms and conditions described in the 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 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

SCHOOL BOARD OF CLAY COUNTY

By: Nancy J. Ranni
Authorized Signing Authority

Director of Accts Payable & Purch.
Printed Name/Title

6/26/14
Date



Rosetta Stone Ltd.
 135 West Market Street
 Harrisonburg, Virginia 22801 USA
 540-432-6166 | 800-788-0822
 Federal ID: 54-1629211

Ship To:
 Patti Robbins
 The School Board of Clay County
 814 Walnut St
 Green Cove Springs FL 32043-2705
 United States

Invoice

Number: 4724005	Date: 26-JUN-14	Page: 1 of 1
Purchase Order:		Previous Trx Numb:
Sales Order: 8820105		Waybill Number: 0
Customer Number: 51264		Site ID: 4855833

Bill To: Patti Robbins
 The School Board of Clay County
 814 Walnut St
 Green Cove Springs FL 32043-2705
 United States

Remit Check To: Rosetta Stone Ltd.
 Dept CH 17714
 Palatine IL 60055-7714
 United States

Electronic Payments To: Rosetta Stone Ltd.
 HSBC Bank USA, NA
 ABA (for Wires): 021001088
 ABA (for ACH): 054001709
 Account: 389147737

Terms: 30 Net	Due Date: 26-JUL-14	Sales Person: Jessica Buckingham	Ship Date:	Ship Via:	FOB Terms: Origin
Bill To Attn: Patti Robbins			Transaction Description: Invoice		

Line	Line Description	ISBN	Qty	Unit Price	Extended Amount
0023	INS Create Course and World		151	99.00	14,949.00

Special Instructions: :	Subtotal: 14,949.00	Tax: 0.00	Shipping: 0.00	Total: 14,949.00
	Tax Registration Number:			Currency: USD

Please reference your invoice or statement with your remittance. Unless buyer is exempt under applicable law, past due items are subject to a finance charge of 1.50% per month, which is an annual rate of 18.00%.

The Rosetta Stone Product(s) described herein are provided pursuant to the terms and conditions of the Enterprise License Agreement set forth at http://www.rosettastone.com/us_assets/eulas/ela-global-eng.pdf Payment of this invoice indicates that Customer has read and agreed to the terms and conditions of the Enterprise License Agreement.