



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

5/2/2016

Rosetta Stone Contact: Kathleen Lerrick,
Email: klerrick@rosettastone.com

Customer Address:

James Detwiler
Assistant Superintendent of Curriculum Materials
Boone County Schools
8330 US Highway 42
Florence, KY 41042
US

Contact Phone: (859) 282-3331
Contact Email: james.detwiler@boone.kyschools.us

Billing Address:

James Detwiler
Assistant Superintendent of Curriculum Materials
Boone County Schools
8330 US Highway 42
Florence, KY 41042
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® 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 PRICE
YEAR ONE Rosetta Stone Foundations for K-12 (Silver) 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 Boone County Schools based on a current approximate student/faculty population of up to 14,999 (grades K-8) .	1	USD 293,995.00	USD 293,995.00
YEAR ONE Enhanced Support Services - includes Learner management and administration (registration, deactivation); enhanced monthly trend reports and a learner communication plan and deployment.	1	USD 14,699.60	USD 14,699.60

YEAR TWO Rosetta Stone Foundations for K-12 (Silver) 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 Boone County Schools based on a current approximate student/faculty population of up to 14,999 (grades K-8) .	1	USD 293,995.00	USD 293,995.00
YEAR TWO Enhanced Support Services - includes Learner management and administration (registration, deactivation); enhanced monthly trend reports and a learner communication plan and deployment.	1	USD 14,699.60	USD 14,699.60
YEAR THREE Rosetta Stone Foundations for K-12 (Silver) 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 Boone County Schools based on a current approximate student/faculty population of up to 14,999 (grades K-8) .	1	USD 293,995.00	USD 293,995.00
YEAR THREE Enhanced Support Services - includes Learner management and administration (registration, deactivation); enhanced monthly trend reports and a learner communication plan and deployment.	1	USD 14,699.60	USD 14,699.60

YEAR FOUR Rosetta Stone Foundations for K-12 (Silver) 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 Boone County Schools based on a current approximate student/faculty population of up to 14,999 (grades K-8) .	1	USD 293,995.00	USD 293,995.00
YEAR FOUR Enhanced Support Services - includes Learner management and administration (registration, deactivation); enhanced monthly trend reports and a learner communication plan and deployment.	1	USD 14,699.60	USD 14,699.60
YEAR FIVE Rosetta Stone Foundations for K-12 (Silver) 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 Boone County Schools based on a current approximate student/faculty population of up to 14,999 (grades K-8) .	1	USD 293,995.00	USD 293,995.00
YEAR FIVE Enhanced Support Services - includes Learner management and administration (registration, deactivation); enhanced monthly trend reports and a learner communication plan and deployment.	1	USD 14,699.60	USD 14,699.60
DISCOUNT (25%) (Software and Services)	1		USD -385,868.00
GRAND TOTAL			USD 1,157,605.00

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 8/27/2016.

Industry : Education K-12

Pricing is valid through May 13, 2016

Grand Total: USD 1,157,605.00

TERM AND TERMINATION

This Order Form becomes effective upon its execution by both parties and continues in effect for a period of 60 months following the service activation date of May 13, 2016 (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 plus all applicable taxes upon We will invoice upon final signature and approval of Boone County School Board. Invoices are payable on net 60 day terms, F.O.B. Point of 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. 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.

**BOONE COUNTY SCHOOLS
(PENDING BOARD APPROVAL: MAY 12, 2016)**

By: _____
Authorized Signing Authority

By: _____
Authorized Signing Authority

Printed Name/Title

Printed Name/Title

Date

Date