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6/4/2010

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Billing Contact: _____
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Thank you for this opportunity to provide you with a quote for Rosetta Stone language-learning software. Rosetta Stone Ltd. has developed a library of interactive software and related user documentation marketed under its Rosetta Stone® brand. Rosetta Stone is deliverable via the Internet, third-party Learning Management Systems (LMSs), or CD-ROM (network or stand-alone). Rosetta Stone software and any related online services and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	LANGUAGE	LEVEL	QTY	UNIT PRICE	TOTAL PRICE
Rosetta Stone® Classroom Version 3 Online Site License Access to Rosetta Stone will be provided for students and faculty at Center Grove Elementary School for 12 months. Pricing is based on a current approximate student/faculty population of 588.	Spanish (Latin America)	1-5	1	USD 10,995.00	USD 10,995.00
Rosetta Stone® Classroom Version 3 Online Site License Access to Rosetta Stone will be provided for students and faculty at Fernbrook Elementary School for 12 months. Pricing is based on a current approximate student/faculty population of 647.	Spanish (Latin America)	1-5	1	USD 10,995.00	USD 10,995.00
Rosetta Stone® Classroom Version 3 Online Site License Access to Rosetta Stone will be provided for students and faculty at Ironia Elementary School for 12 months. Pricing is based on a current approximate student/faculty population of 713.	Spanish (Latin America)	1-5	1	USD 10,995.00	USD 10,995.00

Rosetta Stone® Classroom Version 3 Online Site License	Spanish (Latin America)	1-5	1	USD 10,995.00	USD 10,995.00
Access to Rosetta Stone will be provided for students and faculty at Shongum Elementary School for 12 months. Pricing is based on a current approximate student/faculty population of 734.					
Global Leaders Promotion			2	USD 0.00	USD 0.00
-1 world language curriculum enhancement guide -10 world maps -20 online licenses for professional development - 3 webinar sessions					
The professional development online accounts will begin and end on the same day as the purchased accounts.					
On-site Training: One Day (6 hours)			1	USD 2,100.00	USD 2,100.00

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.

Industry : Education

Grand Total:	USD 46,080.00
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Pricing is valid through June 18, 2010.

TERM AND TERMINATION

The term of this agreement is 12 months, and 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.

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.rossettastone.com/legal. 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.

RANDOLPH TOWNSHIP BOARD OF ED

By: _____
Authorized Signing Authority

By: _____
Authorized Signing Authority

Printed Name/Title

Printed Name/Title

Date

Date