

## ENTERPRISE LICENSE AGREEMENT

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For good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

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"Authorized End User" means employees, students, or other personnel designated by Licensee with access to the Rosetta Stone Product.

"Enterprise Administrators" shall mean the Authorized End Users who shall act as administrators for Licensee, with responsibility on behalf of Licensee for overseeing access by Authorized End Users to the Rosetta Stone Product. Licensee shall provide Licensor with the names of such Enterprise Administrators.

"Password" means, collectively, the user ID, default password assigned to an Authorized End User and any personalized password created by such Authorized End User.

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A. Authorized End Users: Where applicable, Licensor will provide Licensee with a username and/or password for each Authorized End User. At the initial login, each Authorized End User will be given the option to change the default password provided by Licensor to a personalized password that will enable such Authorized End User to access the Rosetta Stone Product in accordance with this Agreement. If Licensee is a Rosetta Stone Online User, the transmission of any Authorized End User's name or password to allow any other person to use Rosetta Stone Online is expressly prohibited.

B. Enterprise Administrators: Licensee represents, warrants and agrees that each Enterprise Administrator shall have authority, on behalf of Licensee, to perform his or her duties. If, during the term of the Agreement, a then-current Enterprise Administrator ceases to be an active employee of Licensee or ceases to serve as an Enterprise Administrator, and if there are no remaining Enterprise Administrators, Licensee shall promptly appoint another Authorized End User as an Enterprise Administrator. When an Enterprise Administrator accesses the Rosetta Stone Product using his or her Password, the Rosetta Stone Product shall provide the Enterprise Administrator with certain administrative capabilities with respect to Licensee's use of the Rosetta Stone Product that other Authorized End Users will not have, including the ability to cancel Passwords and thereby deny access to the Rosetta Stone Product through use of such Password. Using such functionality provided by the Rosetta Stone Product, Licensee agrees that the Enterprise Administrators shall promptly cancel Passwords of any Authorized End User who (i) ceases to be employed by Licensee, (ii) Licensee no longer wishes to have access to the Rosetta Stone Product, or (iii) Licensee knows or reasonably believes is causing Licensee to breach any provision of this Agreement or is in any way mishandling Passwords. Licensee shall notify Licensor at the time a Password is canceled for any of the reasons specified in clauses (i) through (iii) above.

C. Passwords: Licensor shall have the right to replace Passwords with new Passwords during the term of this Agreement. Further, if Licensor reasonably believes that an Authorized End User is causing Licensee to breach this Agreement or is in any way mishandling a Password, then Licensor may, at its sole discretion, suspend the use of such Authorized End User's Password indefinitely without providing a replacement for such Authorized End User, in addition to any other rights or remedies provided under this Agreement or under law. All use of Passwords assigned

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D. Responsibility: Notwithstanding any provision of this Agreement, Licensee specifically agrees that it shall be responsible and liable for any costs or expenses arising from or related to, any misuse of Passwords or any Rosetta Stone Product, or other breach of the restrictions or conditions contained in this Agreement, by Licensee's Authorized End Users or other students, employees, contractors, or other personnel.

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10. TERMINATION AND SURVIVAL:

A. This Agreement is effective until terminated. By accepting this Agreement Licensee authorizes Licensor to immediately terminate Licensee's rights, without notice, under this Agreement, including access to the Rosetta Stone Product, if Licensee fails to comply with any terms of this Agreement, including the specific terms stated on the applicable Order Form. Restrictions imposed by Licensor for a breach of this Agreement include, but are not restricted to:

- i) Terminating the IP address of a non-compliant workstation;
- ii) Terminating account access to the Licensed Product.

B. Upon termination of this Agreement, Licensee must cease all use and delete all copies of the Rosetta Stone Product. Licensor may require Licensee to certify that this requirement has been complied with. The provisions of Sections 7, 9, 10, 12 and 15 shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to use the Licensed Product after termination of this Agreement.

11. FEES AND PAYMENTS: Licensee agrees to pay Licensor the fees set forth on the Order Form for the Rosetta Stone Product. Licensor shall invoice Licensee for the total amount stated on each Order Form. Unless otherwise specified in the Order Form, all invoiced amounts shall be due and payable within thirty (30) days of date of invoice. Payments due hereunder shall be made by Licensee without any deduction, setoff or bank charges to Licensor at the banking institution in the United States designated by Licensor in U.S. dollars or on any other terms mutually agreed upon and set forth in an order form. All payments made by Licensee are non-refundable. Overdue payments required to be paid by Licensee pursuant to this Agreement (other than amounts that are the subject of a legitimate dispute) shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum allowable interest under applicable law, from the due date until paid, and Licensee shall pay Licensor's costs of collection, including Licensor's reasonable attorneys' fees and court costs. The amounts due to Licensor as set forth in the applicable Order Form do not include, and Licensee shall pay, any sales, use, property, value-added or other taxes (including any amounts to be withheld for the purpose of paying the foregoing) relating to, resulting from or based on use of the Licensor Product. If Licensor is required to pay any of the foregoing taxes, then such taxes shall be billed to and promptly paid by Licensee.

12. GOVERNING LAW AND FORUM:

A. This Agreement, and the legal relationship between the Licensor and Licensee will be governed in all respects, by and construed in accordance with the substantive laws in force in the Commonwealth of Virginia, USA, without reference to its laws relating to conflicts of law, and Licensee agrees that any action arising out of or related to this Agreement must be brought exclusively in a state or Federal court in the Commonwealth of Virginia, and Licensee waives any objection it has or may have in the future with respect to the foregoing.

B. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

C. Notwithstanding the above, Licensor shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee in the event that, in the opinion of Licensor, such action is necessary or desirable.

13. WAIVER: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

14. SEVERABILITY: All provisions of this Agreement apply to the maximum extent permitted by applicable law. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

15. THIRD PARTY RIGHTS: Except as expressly set forth herein, nothing in this Agreement shall be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

16. NOTICES: All notices, requests, or other communications hereunder shall be in writing, addressed to the parties at the addresses set forth in the Order Form and in the case of notice to Licensor addressed to the attention of the Legal Department. Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth business day following the mailing of sending thereof. Notices sent by facsimile shall be conclusively deemed to have been received when the delivery confirmation is received. If either party wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to the other party.

17. CONFIDENTIALITY. Each party agrees to hold in strict confidence and not make any public announcement or otherwise disclose or permit to be disclosed to any third party any information regarding the terms and conditions of this Agreement or of any Order Form, including without limitation, the pricing provisions thereof, without the express prior written approval of the other party, provided that either party may make such disclosures as are required by applicable laws or regulatory requirements after making reasonable efforts to consult in advance with the other party. The foregoing restriction shall survive the termination of this Agreement and remain in effect for five (5) years thereafter.

18. EXPORT: Licensee agrees to comply with all relevant export laws and regulations of the United States. Licensee agrees to comply with all applicable international and national laws that apply to the Rosetta Stone Product, including the U.S. Export Administration Regulations and Office of Foreign Assets Control Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

19. COMPLETE AGREEMENT; TRANSLATION AND ASSIGNMENT:

A. Except as expressly provided herein, this Agreement constitutes the entire agreement between the parties with respect to the use of the Rosetta Stone Product and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement, or action, or delay, will be binding unless in writing and signed by Licensor.

B. In the event of a dispute between the English and any translated version, the English version of this Agreement shall prevail.

C. Licensor may assign this Agreement, in whole or in part, at any time with or without notice to Licensee. Licensee may not assign, delegate or otherwise transfer this Agreement, or assign, transfer or sublicense any rights in the Rosetta Stone Product.