

TELL ME MORE® Pro e-Coaching, TELL ME MORE® Pro e-Tutoring, TELL ME MORE® Pro e-Learning General Terms of Business

Article 1: Purpose

These Terms of Business apply by law to all orders placed by the Client, for TELL ME MORE® Pro e-Coaching, TELL ME MORE® Pro e-Tutoring, TELL ME MORE® Pro e-Learning services, as well as to optional linked services, unlimited access to virtual classes, session based Virtual Classes, Phone Courses, Tailored catalog, 7 or 21 days pilots, which benefit the persons designated by the Client (hereafter referred to as "the Students").

All orders on the part of the Client imply the Client's express and unreserved acceptance of these General Terms of Business as well as of the Specific Terms of Business, which the Client has read and understood prior to making the order.

The Client should also make these Terms known to the Students, who will henceforth be subject by law to the stipulations stated in these General Terms of Business and in the Specific Terms of Business.

The present General Terms of Business are intended to define the modalities of acquisition of the trainings provided by TELL ME MORE® and their mode of operation.

The present General Terms of Business matched by the Particular Terms of Business and by the Order form constitute together the agreement between the parties.

These Terms of Business supersede all other conditions except those that have been expressly accepted by TELL ME MORE®.

Article 2: Services Provided by TELL ME MORE®

TELL ME MORE® will supply foreign language learning services to the Students designated by the Client, either online, in-class or by phone. TELL ME MORE® will provide students nominated by the Client the services selected by him, in language learning and learner interface chosen for each of the languages available.

The services can be subscribed on a Fixed term (non-reassignable) or on a Ticket basis.

In any case, training service(s) must be activated by the Client no later than six (6) months following the date of the order form duly signed by the Client, in which such training service(s) is ordered by the Client. Over this six (6) months activation period of time, the training service(s) can not be activated. They shall be considered as definitively lost and shall not be refundable.

Training service(s) is/are described in the Particular Terms of Business.

Article 3: Orders

In order to be processed, all orders must be made with an order form supplied by TELL ME MORE®, and sent by postal mail or fax. It may also be sent by email, provided that it is signed and stamped by the authorized signatory of the Client. The order form may also be handed directly to one of TELL ME MORE® representatives.

If the Client is located in France, TELL ME MORE® will send the Client, if need be, two (2) copies of the training agreement. The Client agrees to return the

agreement as soon as possible, stamped and signed by the authorized signatory.

Article 4: Prices, Payment Schedules, Payment

Prices of products and services are listed excluding taxes and Ex Works. TELL ME MORE® reserves the right to change rates without notice; the applicable rates are those which are in use on the day of the order.

Unless otherwise agreed to by TELL ME MORE®, payment is to be made within thirty (30) days net from de invoice issuance date, the latter being issued upon placement of the order.

If Client wishes the payment to be made directly or indirectly by his OPCA, Client is responsible for requesting the corresponding financing before the training start date and for the completion of his request.

Client commits himself to respect and to have respected by learners, the conditions issued by his OPCA for the eligibility of the training sessions. If the OPCA refuses to pay all or part of the training costs, whichever the cause is, Client commits himself to pay the concerned amounts directly to TELL ME MORE®.

In any case, it is expressly agreed that TELL ME MORE® cannot accept subrogation of payment for training lasting for more than (3) months.

All payments must be made by transfer or check, payable to the order of TELL ME MORE®. All unpaid invoices at the due date will be subject to interest, at an annual rate of three (3) times the legal

interest rate, without prejudice to the cancellation of sale and/or all damages. In that event, the interest will be billed to the Client. The Client will then be obliged, according to these Terms, to repay the interest immediately.

Failing the settlement of payment by the indicated due date, TELL ME MORE® reserves the right to revoke the sale, eight (8) days after a formal notice has gone unanswered, without prejudice to any damages susceptible to request by TELL ME MORE®.

The dispute of all or part of a credit or invoice must take place no later than fifteen (15) days following the issue of said document. The dispute of part of an invoice can under no circumstances defer the payment of the uncontested amount. Unless disputed in the aforementioned time period, the credit or invoice will be considered to have been accepted by the Client.

All payment made to TELL ME MORE® is deducted from the sums due without regard to any specific invoice, beginning with the sums for which the due date is the oldest.

The Client shall pay all import duties and levies, as well as any tax corresponding to sales, use, value added tax, or any other tax (excluding taxes based on TELL ME MORE®'s revenue), assessed upon or with respect to any sum due to TELL ME MORE® in accordance with these Terms. If the Client is legally required to make any deduction or to withhold any amount from any sum payable to TELL ME MORE®, then the sum payable by the Client on

which the deduction or withheld amount is based shall be increased to the extent necessary to ensure that, after such a deduction or such a withheld amount, TELL ME MORE® receives and retains the amounts equal to the sum TELL ME MORE® would have received and retained in the absence of such a required deduction or withheld amount.

TELL ME MORE® reserves the right to cancel any order placed by a Client with whom there exists a dispute regarding the payment of a previous order.

Article 5: Obligations of the Client and Students

The Client agrees to ensure that the Students' and Training Manager's computers meet the minimum configuration required by TELL ME MORE®. In addition, the Client agrees to make any modifications deemed necessary following computer tests run by TELL ME MORE®'s technical department.

The Client agrees to designate a Training Manager as well as a technical contact who will be the primary contacts with TELL ME MORE®.

Article 6: Liability

All products and services are provided "as is". After having been familiarized with the capabilities, purpose, functionality, and procedures of the services proposed by TELL ME MORE®, the Client will have assessed whether the service(s) chosen meet the Client's needs, for which choice the Client assumes liability

Under no circumstances will TELL ME MORE® incur liability for loss of data or for costs covering

the acquisition of products or replacement services.

Without prejudice to the preceding, the liability of TELL ME MORE® cannot exceed the sum it has received up to the date that the liability was generated.

Article 7: Personal Data

The Client will personally ensure that the collection and transmission of Students' personal data is in accordance with the law. Under no circumstances will TELL ME MORE® be held responsible in this matter.

Nevertheless, TELL ME MORE® agrees to use any personal data collected in order to carry out its obligations in accordance with current regulations, especially those pursuant to the French Informatique et Libertés (Information Technology and Civil Liberties) law of January 6, 1978.

In order to provide optimized hosting and client support, and for operational purposes, TELL ME MORE may transfer personal data concerning the client and/or the learners to an affiliated company located in the USA. The latter holds a "safe harbor" certificates.

Unless otherwise requested by the Client and/or Students, TELL ME MORE® may send them messages, including electronic ones, concerning products and services which are similar to those ordered by the Client.

Article 8: Intellectual Property Rights

TELL ME MORE® and its suppliers retain ownership of all intellectual property rights related to software and documentation. This includes but is not limited to the software, the speech recognition components contained therein, the data,

the audio recordings, the texts, the images, the graphics and videos, as well as all documentation related to the software, which are protected by intellectual property rights and copyright laws (including patents and trademarks) and the international provisions in force related to intellectual property.

Article 9: Maintenance

TELL ME MORE® will use the necessary means to save any data it has gathered while carrying out its obligations. The parties agree that this obligation is one of due diligence according to case law.

In addition, TELL ME MORE® agrees to use the necessary means to ensure that the TELL ME MORE® program and related services work under optimal conditions.

TELL ME MORE® cannot be held liable for the consequences of external events such as electrical failure, email system failures (temporary or otherwise), etc.

Article 10: Viruses

Each party shall take all actions necessary to obtain appropriate protection against viruses that could potentially infect other computers.

Article 11: Reference Authorization

The Client authorizes TELL ME MORE® and/or its affiliated companies to use the Client's brand and logo for promotional purposes of TELL ME MORE®'s or Rosetta Stone's products, and services without regard to medium or territory.

The Client further authorizes TELL ME MORE® and/or its affiliated companies to use files provided by the Client at the end of training, concerning the Client's

feedback. TELL ME MORE® and/or its affiliated companies may use these files in written case studies designed to promote the business of TELL ME MORE® and/or its affiliated companies to third parties.

Article 12: Force Majeure

Excepting the obligation to pay, neither party can be held liable for a delay or breach in the execution of its obligations when this delay or breach is the result of force majeure.

Article 13: Duration

These Terms of Business apply as long as the training of one or more Students has not yet ended.

TELL ME MORE® reserves the right to interrupt, temporarily or otherwise, the services it supplies in the case of a breach of these Terms by the Client or one or more Students.

TELL ME MORE® also reserves the right to modify these Terms of Business.

The Client agrees to notify Students of all relevant modifications to these Terms of Business.

Article 14: Severability

If any portion of any provision of these Terms of Business is invalid or unenforceable, then that provision will be given no effect and deemed absent from the Terms of Business, without invalidating any of the other terms of the Terms of Business.

Article 15: Applicable Law and Agreements on Jurisdiction

This contract is governed by French law and all disputes relating to it shall be brought before the courts chosen by the plaintiff.