

GENERAL TERMS AND CONDITIONS

Licenses TELL ME MORE® Campus, TELL ME MORE® University Package

Article 1 - Subject:

These general terms and conditions apply automatically to all orders of a license for TELL ME MORE® Campus, TELL ME MORE® University Package accessible at the following web address:

www.tellmemorecampus.com.

The www.tellmemorecampus.com is a linguistic resource portal reserved exclusively for use by Institutions of higher, general, technical or professional education, whether public or private, providing education to those who have not yet begun their careers.

Any order by the Client implies the express and unreserved acceptance by the latter of these general terms of sale of which it has become aware prior to its order.

These general terms of sale take precedence over any other terms with the exception of those which have been expressly accepted by TELL ME MORE.

Article 2 – Definition:

“Client” means any Institution of higher, general, technical or professional learning, public or private, providing education to those who have not yet begun their careers.

“User” means any student, teacher or other instructional staff member belonging to the higher education institution designated “the Client.”

“TELL ME MORE® Campus and TELL ME MORE® University Package license” means any license allowing access to the linguistic resource available at www.tellmemorecampus.com.

Article 3 - Use of the

www.tellmemorecampus.com linguistic resource:

It is the responsibility of the Client to inform the Users of TELL ME MORE® Campus and TELL ME MORE® University Package licenses about the methods for using the access portal to the www.tellmemorecampus.com linguistic resource, and about the technical resources to be used as well as the importance of keeping their user names and passwords secret.

Article 4 - Technical resources:

The hosting of the linguistic resource

www.tellmemorecampus.com for which the Client has acquired the licenses will be provided by TELL ME MORE. The program will be installed and administered on the TELL ME MORE servers, or on the servers of the companies of its group or on the servers of a third party provider and will be accessible via the access portal to the www.tellmemorecampus.com linguistic resource, by virtue of TELL ME MORE® Campus and TELL ME MORE® University Package licenses.

TELL ME MORE will do its best to protect the data contained in the www.tellmemorecampus.com linguistic resource hosted by it. By agreement between the parties, this obligation constitutes an obligation of means in the legal sense.

TELL ME MORE promises to provide all resources necessary to insure the optimal operating conditions of the www.tellmemorecampus.com linguistic resource hosted by it and the related services accessible from its servers.

TELL ME MORE may not, however, be held liable for the consequences of occurrences beyond its control, such as electrical failures, interruptions, temporary or not, of the messaging system, etc.

For maintenance purposes, TELL ME MORE may occasionally interrupt access to the www.tellmemorecampus.com linguistic resource hosted by it and the related services accessible from its servers. TELL ME MORE will do its best to inform the Client within a reasonable period and to avoid, as far as possible, causing too great an inconvenience for the Client.

Each party must moreover put in place the resources necessary for providing an effective protection against the computer viruses which may possibly be present on the various stations. The Client promises to put in place the resources necessary such that the www.tellmemorecampus.com linguistic resource may operate under optimal conditions, specifically by insuring that its computer or computers are equipped with proper anti-virus security systems. It promises in particular to observe the minimal configurations required by TELL ME MORE.

First-level technical support:

TELL ME MORE will be in charge of providing first-level technical support. The TELL ME MORE technicians will answer any technical questions from the Users directly, in English, French, German, Italian and Spanish, by telephone (except for Italian), mail, fax or email, during the business hours of TELL ME MORE technical support. The name of the technical liaison person or persons to be contacted if needed must be provided to TELL ME MORE.

Administration: It is handled by TELL ME MORE from the server hosting the

www.tellmemorecampus.com linguistic resource only if the Client chooses the Enhanced Support option.

It includes the enrollment of Users using information provided by the institution. To use this enrollment method, TELL ME MORE will send the Client a file in Excel format to be completed by the Client.

After it receives the required information, TELL ME MORE will enroll the Users within five (5) business days.

This enrollment method will allow enrollment a maximum of three times.

Client may handle the administration himself, provided that he followed the corresponding

either on site or distant training. Each license is granted specifically by name and is not re-assignable.

Article 5 - Services provided by TELL ME MORE:

TELL ME MORE will provide TELL ME MORE® Campus or TELL ME MORE® University Package licenses for the exclusive use of the Client’s User. Each TELL ME MORE® Campus license or TELL ME MORE® University Package is granted individually and gives access to all levels for all available languages of study. The TELL ME MORE® Campus licenses are either Ticket, or fixed-term licenses. The TELL ME MORE® University Package licenses are site licenses.

The Ticket license and the fixed-term site license are personal and cannot be assigned. The fixed-term license can be transferred to

another User once it has been activated and for the remaining duration of the current license’s term.

Each TELL ME MORE® Campus ticket license must be activated no later than twelve (12) months following the date of the order form duly signed by the Client, in which such license is ordered and will expire at the end of the license time subscription. The fixed-term TELL ME MORE® Campus license and the TELL ME MORE® University Package licenses are activated and end on the same fixed date for all learners. Their activation date is agreed at the time of the order form execution.

Any license which is not activated within the applicable activation period shall be void and have no monetary value.

The Client also acquires from TELL ME MORE a right of use for the monitoring, administration and tutor portals contained in the www.tellmemorecampus.com linguistic resource.

TELL ME MORE offers its Clients training services to optimize the utilization of the www.tellmemorecampus.com linguistic resource. These services are described in the purchase order.

TELL ME MORE instructors, in consultation with the Client, will establish a training schedule. In the event of cancellation of a training session by the Client, the following terms will apply:

- Distance training: Any distance training session is payable by the Client if the latter has not cancelled it at least forty-eight (48) hours in advance in order to reschedule it.
- On-site training: Any on-site training session is payable by the Client if the latter has not cancelled it at least fifteen (15) days in advance in order to reschedule it.

Article 6 - Methods of payment:

Prices listed are understood as excluding taxes and Ex Works. TELL ME MORE may modify its rates without prior notice, with the applicable rates being those in effect at the time of the order. Moreover, the Value-Added Tax to be paid will vary depending on the

relevant statutory provisions in force at the time of the payments.

Unless expressly agreed otherwise, payment is made within a period of thirty (30) days net from the invoice date, with the invoice issued upon receipt of the order. Payments must be made by bank transfer or check to the order of TELL ME MORE. Any invoice unpaid by its due date will automatically accrue interest, at an annual rate equal to 3 times the legal interest rate, without prejudice to cancellation of the sale and/or any damages. The interest, if applicable, will give rise to an invoice sent to the Client, which promises, under the terms of this document, to pay it without delay.

If any amount is unpaid by its due date, TELL ME MORE may automatically cancel the sale, eight (8) days after sent notice has gone unanswered, without prejudice to any damages which might be requested by TELL ME MORE. The Client promises, in such a case, to cease all use of the TELL ME MORE® Campus or TELL ME MORE® University Package licenses, and to return any materials received without delay to TELL ME MORE.

Questions concerning all or part of any credit or invoice must be raised no later than fifteen (15) days from issuance of said document. Disagreement concerning part of an invoice must in no case delay payment of the uncontested portion. A credit or invoice having gone uncontested for the above-cited period will be deemed accepted by the Client.

All payments made to TELL ME MORE SA will be credited to amounts due, whatever their reason, beginning with those with the earliest due date.

The Client must pay all import duties, fees, or taxes, as well as any sales, use, or value added tax, or any other tax of any kind (with the exclusion of TELL ME MORE income tax), assessed on or related to any sum payable to TELL ME MORE in compliance with this document. If the Client is required by law to make any deduction or withholding against the amounts due to TELL ME MORE, then the amounts in question must be increased such that after said deduction or withholding TELL ME MORE will receive amounts equal to those it would have received absent the deduction or withholding in question.

TELL ME MORE reserves the right to cancel any order from a Client with which there exists a

dispute concerning the payment for a prior order.

Article 7 - Liability:

All products and services are provided "as is". Having familiarized itself with the potentials, the purposes, the functionalities and the operating method of the www.tellmemorecampus.com linguistic resource offered by TELL ME MORE, the Client has evaluated the appropriateness of the service or services chosen to its own needs and assumes the responsibility for them. TELL ME MORE will in no case be liable for loss of data or cost of acquisition for replacement products or services. Without prejudice to the preceding, the liability of TELL ME MORE must not exceed the amount received by TELL ME MORE up to the date of any occurrence generating its liability.

Article 8 - Personal data:

The Client promises to take full responsibility for its legal obligations in matters of collection and processing of personal data gathered during the use of the www.tellmemorecampus.com linguistic resource; in no event may TELL ME MORE's liability be invoked in such matters.

For optimizing it, TELL ME MORE may need to entrust a third party located in Europe with its application hosting. Moreover, 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 adheres to the Safe Harbor Agreement concerning the transfer of personal data from the European Union ("EU") to the United States of America.

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.

TELL ME MORE delete the learner's accounts at least six (6) month after the end of their training. Essential data associated to the learner's accounts will then be exported and kept for maximum five (5) years.

Article 9 - Intellectual property:

the Client recognizes that the contents of the

www.tellmemorecampus.com linguistic resource are protected by intellectual property rights and may not be copied, reproduced, republished, downloaded, posted, transmitted, distributed, sold, used or modified in any manner whatsoever without express authorization by TELL ME MORE. TELL ME MORE grants it the right to use the www.tellmemorecampus.com linguistic resource strictly for educational purposes and to the exclusion of any commercial or professional purpose. TELL ME MORE and its suppliers remain owners of all intellectual property rights related to the www.tellmemorecampus.com linguistic resource. Specifically, these include, but are not limited to, the programs, as well as the vocal recognition components contained therein, the data including audio recordings, texts, images, graphics and videos which are protected by regulations concerning intellectual property rights and rights of authorship (including patent and trademark rights) and current international legal provisions concerning intellectual property.

Article 10: 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 11 - Force majeure:

With the exception of payment obligations, none of the parties may be held liable for a delay or failure in the fulfillment of its obligations when such delay or failure is the result of a case of force majeure.

Article 12 - Duration:

These general terms will be effective starting on the beginning date given on the Purchase Order, until the end of contract given on the Purchase Order, or, if applicable, until the last license(s) ordered

expire(s). TELL ME MORE reserves the right to interrupt, temporarily or permanently, the services provided by it in the event of failure by the user to meet its obligations under this document. TELL ME MORE further reserves the option to modify these general terms.

Article 13 - Nullity:

If any one of the stipulations of this contract should prove to be against the law or null and void, said stipulation will be without effect and will be deemed not part of the contract, without altering the other clauses.

Article 14 - Applicable law and election of jurisdiction:

This contract is subject to French law and any dispute relating thereto must be brought before the court elected by the plaintiff.