

Terms of Business

TELL ME MORE® Pro e-System/ License Pack (licenses)

Article 1 – Object: These terms of business apply by law to all orders placed by the Client of license(s) of use of the TELL ME MORE® Pro e-System/License Pack program, which benefit the persons designated by the Client (hereafter referred to as “the Students”). The TELL ME MORE® Pro e-System/License Pack program is exclusively reserved to a use by training centers.

All orders on the part of the Client imply the Client’s express and unreserved acceptance of these terms of business, which the Client has read and understood before ordering the product.

The Client shall also make the Students aware of these terms of business as the Students will have to abide to them.

These terms of business and the order take precedence over all other conditions.

Article 2 – Order: To be taken into account, all orders should be placed using the order form supplied by TELL ME MORE, and then sent by mail, fax or e-mail provided that it contains the signature of the entitled person and Client’s seal. The order may also be delivered in person to a representative of TELL ME MORE.

The minimum quantity of licenses ordered shall be of ten (10) licenses per order.

Each license ordered is nominally and individually assigned, and cannot be assigned to another Student.

Article 3 - Program provided by TELL ME MORE: For the purchase of a license to access the TELL ME MORE® Pro e-System/License Pack program, you acquire from TELL ME MORE the right to use the student program, the tutor portal, the administration portal and the monitoring portal available in the TELL ME MORE® Pro solution. TELL ME MORE offers its Clients training services to optimize the utilization of the TELL ME MORE® Pro program. 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 4 – Services: Technical Resources: The Program will be installed and administered on TELL ME MORE’s Servers or on the servers of the companies of its group or on the servers of a third party provider. Licenses to access the TELL ME MORE® Pro e-System/License Pack Program are personally assigned and allow access to all levels for one given learned language among the available languages. Licenses to access the TELL ME MORE® Pro e-System/License Pack Program are ticket licenses, and are valid for six (6) or twelve (12) months. A TELL ME MORE® Pro e-System/License Pack ticket license enables clients to provide individualized start/end dates for learners. All the ticket licenses have a pre-defined activation period prescribed on the order form. The activation period lasts six (6) months.

The subscription period for each individual license begins either 1) on the date the individual ticket is activated or 2) on the expiry of the activation period. Once activated, tickets cannot be transferred/re-assigned to another Student.

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

The amount invoiced for the license includes the hosting of the program and the technical assistance, in the available languages. It does not include the administration.

TELL ME MORE will use its reasonable endeavor to safeguard the data contained in the hosted TELL ME MORE® Pro Program. The parties agree that this obligation is a due diligence according to case-law.

TELL ME MORE shall not be held liable for the consequences on the hosted TELL ME MORE® Pro program’s running of external events such as electrical failure, temporary or otherwise, temporary electronic message box failures.

TELL ME MORE commits itself to use its reasonable endeavor to create optimistic conditions for the functioning of the hosted TELL ME MORE® Pro Program.

For maintenance reasons, TELL ME MORE may interrupt momentarily the access to the hosted TELL ME MORE® Pro Program. TELL ME MORE will use its reasonable endeavor to prevent, as far as possible, to cause the Client too large problems.

Each party shall take any necessary action to obtain appropriate protection against viruses which may eventually be present on the different computers.

First level technical assistance: TELL ME MORE will provide first-level technical support and 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 may be handled by TELL ME MORE from the server hosting the TELL ME MORE® Pro program only if the Client has acquired one or several training services, or has chosen the enhanced services option.

It includes the enrollment of Students and distant tutors according to the data provided by Client.

The enrollment of Students and tutor is only possible if the Client sends for each of them a list of the required information in a file provided by TELL ME MORE in Excel format.

Article 5 - Price – Payment terms: Prices of programs, products and/or services are listed excluding taxes and Ex Works. TELL ME MORE reserves the right to change rates without notice; the applicable rates are those in use on the day 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 otherwise agreed by TELL ME MORE, payment is to be made within thirty (30) days net from the date of the invoice which issued upon placement of the order. All orders are firm. The total amount of the order is due despite the number of activated or consumed licenses.

All payments must be made by transfer or check, payable to 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. The interest will lead to, if need be, an invoice addressed to the Client. The Client will then be obliged, in these terms, to repay it 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.

In that case, Client agrees to stop any use of the TELL ME MORE® Pro program and to return immediately to TELL ME MORE any delivered material if any.

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. Failing a dispute 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 must pay all import duties, debits, or taxes as well as any tax corresponding to sales, use, value-added tax, or any other tax (excluding taxes on TELL ME MORE's revenue), based on or relating to any sum due to TELL ME MORE in accordance with these terms. If the Client is legally required to deduct or withhold tax on the sum due to TELL ME MORE, then the specified sum should be augmented in such a way that after the deduction or withholding of tax, TELL ME MORE receives the amount it would have received if there had been no deduction or withholding of tax.

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 6 - Client's obligations:

The Client commits itself to use all its means to allow the TELL ME MORE® Pro program to work in optimistic conditions. The Client notably commits itself to respect the minimum configurations required by TELL ME MORE.

The Client agrees to designate a Training Manager as well as a technical contact, who will be the representatives favored by TELL ME MORE.

The Client shall attend the specific technical and pedagogical trainings for the use of the TELL ME MORE® Pro program and shall pay the corresponding price. These training are sessions of a maximum of four (4) participants. A training agreement may be established and the training may be financed by an "OPCA"; the corresponding demand shall be made under the Client's responsibility. The later will confirm the participants list in writing to TELL ME MORE, at

least ten (10) days before the training date.

The Client commits itself to using the TELL ME MORE® Pro program in accordance with the present terms and it will be its responsibility to ensure that learners respect the stipulations of these terms.

Article 7 – Liability: All products and services are provided as is. After familiarizing itself with the potentialities, finality, functionalities and operative mode of the TELL ME MORE® Pro program proposed by TELL ME MORE, the Client will have assessed the adequacy of the program with its own needs and assumes liability for its choice.

Under no circumstances will TELL ME MORE incur liability for loss of data or for costs covering the acquisition of products or replacement programs.

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

TELL ME MORE shall provide the Client with the support services defined in the present Terms of Business, provided that the Client shall have previously attended all necessary training.

The Client takes full responsibility relative to its employees who attended the specific training and their skills. The Client assumes full responsibility relative to any skill transfer if one of its trained technical contact shall have to be replaced by another one, whatever temporarily or definitely. Under no circumstances will TELL ME MORE incur any liability for any prejudice in connection with it.

Article 8 - Personal Data: The Client commits itself to dealing with any legal obligation regarding the collection, the use and the transmission of personal data collected for the use of the program and TELL ME MORE's responsibility can not be involved regarding this aspect.

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 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 if they are opposed to it, TELL ME MORE may send Client and/or Learners messages, including electronic messages, concerning products similar to the ones ordered by Client.

Article 9 - Intellectual Property Rights:

The Client agrees that the TELL ME MORE® Pro Program content is protected by Intellectual Property Rights and that it cannot be copied, duplicated, republished, downloaded, posted, transferred, distributed, sold, exploited or modified, in whole or in part, in any way, without TELL ME MORE's express authorization. TELL ME MORE grants the Client the right to use the TELL ME MORE® Pro Program and its content only for educational purpose, and excluding any commercial or professional purpose.

TELL ME MORE and its suppliers retain ownership of all intellectual property rights related to software and documentation. It 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 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:

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 12 – Term:

These terms of business apply as long as their object need. TELL ME MORE reserves the right to interrupt such terms of business in the case of a breach of these terms by the Client.

TELL ME MORE also reserves the option to modify these terms of business.

Article 13 – Severability:

If any portion of any provision of these terms and conditions is invalid or unenforceable, then that provision shall be given no effect and shall be deemed not to be included within the provisions of these terms and conditions, without invalidating any of the remaining terms of these terms and conditions.

Article 14 - Applicable Law & Dispute Resolutions:

The present contract is subject to French law and all disputes relating to it shall be settled by the appropriate court elected by the applicant.