



General Services Administration (GSA)
Federal Supply Service Authorized
Information Technology Schedule Pricelist

FSC GROUP 7030 – INFORMATION TECHNOLOGY SOFTWARE

SIN 132-32 – Term Software Licences

Contract Number
GS35F284AA

Period Covered By This Contract
March 23, 2013 to March 22, 2018

Rosetta Stone Ltd.
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**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY**

Note: Contractor has been awarded all Special Item Numbers under the Cooperative Purchasing and Disaster Recovery Programs.

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Microcomputers

Communications Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**Rosetta Stone Ltd.
135 W. Market Street
Harrisonburg, VA 22801
PH 540-432-6166
www.rosettastone.com**

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General Services Administration
Federal Acquisition Service
Pricelist current through Modification #2, dated May 28, 2014.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).



TABLE OF CONTENTS

INFORMATION FOR ORDERING ACTIVITIES 4

SPECIAL NOTICE TO AGENCIES: Small Business Participation 4

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SIN 132-32) 10

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS .. 13

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL ACQUISITION SCHEDULE..... 14

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT 15

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS” 17

ENTERPRISE LICENSE AGREEMENT FOR GSA SCHEDULE ORDERS 18

GSA PRICELIST FOR ROSETTA STONE® SOFTWARE 23



INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Ordering Address

Rosetta Stone Ltd.
135 W. Market Street
Harrisonburg, VA 22801

Payment Address

Rosetta Stone Ltd.
Dept CH 17714
Palatine, IL 60055-7714

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
540-432-6166

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.



4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

- Block 9: G. Order/Modification Under Federal Schedule Contract
- Block 16: Data Universal Numbering System (DUNS) Number: 799280128
- Block 30: Type of Contractor: C. Large Business
- Block 31: Woman-Owned Small Business – No
- Block 37: Contractor's Taxpayer Identification Number (TIN): 54-1629211
- Block 40: Veteran Owned Small Business (VOSB): No
- 4(a) CAGE Code: 1FVN5
- 4(b) Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

- (a) TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-32</u>	<u>30 Days ARO</u>

- (b) URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- (a) Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- (b) Quantity: See pricelist for quantity pricing
- (c) Dollar Volume: None
- (d) Other Special Discounts (i.e. Government Education Discounts, etc.): None

8. TRADE AGREEMENTS ACT OF 1979, as amended

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

10. SMALL REQUIREMENTS

The minimum dollar of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order for Special Item Number (SIN) 132-32 –Term Software Licenses is \$500,000.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- (a) FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- (b) FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f). For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

(a) For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.



- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- (b) The above is not intended to encompass items not currently covered by the GSA Schedule contract.
- (c) The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____
No X

Rosetta Stone's language learning program is based on its unique Dynamic Immersion™ method to teach a foreign language. The method relies on the use of text and audio in the target language to create lessons, and replaces translation as is typically found in most language learning products. The program includes carefully chosen



sequences and combinations of images to convey meaning. Lessons are made up of activities that teach all language skills – listening, reading, writing and speaking. Put simply, the Dynamic Immersion method teaches a foreign language the same way one learns their native language – through language immersion without using translation.

The Rosetta Stone Dynamic Immersion method may or may not work for an individual with a disability, depending upon the nature and seriousness of the disability. For example, individuals with hearing or speech impairments, for the most part, should be able to use the product. However, individuals with serious visual impairments would be unable to use the Rosetta Stone product. Since the foundation of the Rosetta Stone pedagogy is the Dynamic Immersion method which requires a carefully chosen sequence and combination of images making the software usable by visually impaired learners would cause a “fundamental alteration” in the nature of our language learning product and is exempt according to Section 1194.3 (e) of the Rehabilitation Act of 1973, Section 508. [36 C.F.R. § 1194.3(e)]. Specifically, modifying the Rosetta Stone program to accommodate visually impaired persons would require the inclusion of translated descriptions associated with all the images in the program. This “fundamental alteration” would run directly counter to the Rosetta Stone Dynamic Immersion method of teaching languages through immersion without translation.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32)**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide the Ordering Activity with the approved Enterprise User License Agreements at the task order level.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 540-432-6166 for the purpose of providing user assistance and guidance in the implementation of the software.

The following information is specific to the support associated with the Rosetta Stone Enterprise Version 3/Rosetta Course product. Dedicated customer care and product support teams, Client Success Associates (CSA) and Sales Engineers all work in unison to provide technical assistance.

All clients receive:

- "Get started" kit and best practices guidance
- Access to relevant social media sites
- Access to training and documentation for administrators and learners
 - Online tutorials
 - Self-help videos
 - Periodic instructional video recordings with targeted content
- Access to regular schedule of webinars addressing a variety of topics

Customer Service and Technical Support are available via chat, phone, email, or web-form Monday through Friday from 9:00 AM to 8:00 PM EST.

Any technical problems can be reported via our ticketing system, automatically making technical support team aware of the issue. Support can then be provided in a number of ways: online using chat, email, telephone or even remote access tools when applicable. Alternatively extensive documentation is always available via our Help Desk website.

Rosetta Stone clients can reach our Help Desk via the following methods:

Knowledge Base: Giving learners access to over 158 technical documents, frequently asked questions and white papers, available 24/7, to help learners get the most from our language-learning products:

<http://success.rosettastone.com>



Submit a Request: A ticket is created that is automatically directed to our customer service representatives to be resolved. Users are able to track the status of your ticket and whether the problem has been resolved.

Email: Ticket responses are by email and support email addresses are listed in client-facing Rosetta Stone portals and our company web site.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

XXXX 1. Software Maintenance as a Product (SIN 132-32)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions) and limited telephone, email and/or web-based general technical support for user's self diagnostics.

6. PERIODS OF TERM LICENSES (SIN 132-32)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not offered as an option.

8. TERM LICENSE CESSATION

Not offered as an option.

9. UTILIZATION LIMITATIONS - (SIN 132-32)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases,

user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

This software is an online offering and does not include the right to copy.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Rosetta Stone Ltd. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact.

Catherine B Runion
540-236-5131
crunion@rosettastone.com



BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);



- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.



ENTERPRISE LICENSE AGREEMENT FOR GSA SCHEDULE ORDERS

This Enterprise License Agreement ("Agreement") is a contract between Rosetta Stone Ltd., a Virginia corporation, (the "Licensor") and the agency or instrumentality of the United States Government ordering pursuant to the GSA Price List (for purposes hereof, "Licensee") on the print or online order form or other order documentation (the "Order Form") which references the GSA Price List, and governs Licensee's use of the Rosetta Stone® products, materials, and/or services. The license granted hereunder is conditioned upon Licensee's acceptance of the terms set forth herein.

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

1. DEFINITIONS:

"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.

"Rosetta Stone Product" means the Rosetta Stone language learning product(s) specified in the Order Form, including, without limitation, any Software, companion materials, password-protected access to a Licensor website (the "Website"), and any related products, materials, services, and documentation (together with any updates to, or new releases of, the foregoing that are made available to Licensee by Licensor) licensed by Licensor to Licensee pursuant to this Agreement.

"Software" means the language learning and language learning management software, and any third party software, and any updates or upgrades thereto, which are licensed by Licensor to Licensee pursuant to this Agreement or which provide the functionality of the Rosetta Stone Product accessed through the Website.

2. **PURPOSE:** Licensor has developed the Rosetta Stone Product that is marketed under its ROSETTA STONE® brand. Licensor makes the functionality of the Rosetta Stone Product available to its enterprise end users in the following ways: (a) remotely by means of password-protected access to the Website, (b) by means of Licensee's electronic learning management system which provides the software-based infrastructure for creating, tracking, delivering, managing and assessing enterprise-wide learning activities ("LMS"), or (c) by means of installing the Rosetta Stone Software on an internal network that is owned or controlled by Licensee.

3. **LICENSE, INSTALLATION AND USE:** The Rosetta Stone Product is licensed, not sold. If Licensee accepts this Agreement, Licensor grants Licensee a limited, nontransferable, nonexclusive license to use the Rosetta Stone Product, subject to the terms and conditions set forth herein. For purposes of the preceding sentence, "use" of the Rosetta Stone Product means access by an Authorized End User to the functionality of the Rosetta Stone Product by means of the Website or Licensee's LMS for language learning purposes only; provided, however, that, if the Order Form specifies that Licensee has subscribed to a version of the Rosetta Stone Product that will be installed on Licensee's network, Licensee's rights of use shall include the right to install and execute a registered copy of the Rosetta Stone Software in machine-readable form on its internal network.

A. Rosetta Stone TOTALe, and Rosetta Stone Enterprise Version 3/Rosetta Course, Online: If Licensee has purchased online access to the Rosetta Stone Product ("Rosetta Stone Online"), the license granted by Licensor gives Licensee the right to access the online version of the Rosetta Stone Product as follows:



i. Licenses: The maximum number of Authorized End Users of the Rosetta Stone Product is specified on the applicable Order Form or on the Rosetta Stone Online Administrative Portal, which was provided to the Portal Administrator in the electronic sales confirmation. Each Authorized End User must specify his or her unique name when first accessing Rosetta Stone Online in the context of the specified license and will then become a single user subject to above. Information regarding the counting mechanism is available from the Rosetta Stone Online Administrative Portal.

ii. Internet: Continuous Internet access is required to use Rosetta Stone Online. This is the responsibility of Licensee or its Authorized End Users and is not provided by Licensor.

B. Privacy: Licensor reserves the right to collect and analyze data relating to use of the Rosetta Stone Product. This data is used to improve the Rosetta Stone Product, for marketing research, to make promotional offers from Licensor and to assess compliance with the terms and conditions of this Agreement.

4. SECURITY AND PASSWORDS:

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 to Licensee and its Authorized End Users shall be at Licensee's sole responsibility and risk. Licensee shall not, and shall cause its Authorized End Users not to, disclose, transfer or disseminate any Password to any third party. Licensee shall take such actions as may be necessary to maintain the confidentiality of and to prevent the unauthorized use of each Password or other misuse of the Rosetta Stone Product or breach of this Agreement, and Licensee shall immediately notify Licensor in the event of a breach of security.



5. **TRANSFER:** Licensee may not, and may not permit others to, directly or indirectly, sell, rent, lease, loan, timeshare, or sublicense the Rosetta Stone Product.

6. **LIMITATIONS ON USE:** Licensee agrees not to, and not to permit others to, directly or indirectly (a) reverse assemble, reverse compile, or otherwise reverse engineer or attempt to derive the source code of all or any part of the Rosetta Stone Product (b) copy, modify, translate, alter, change or collect information that can be used to create derivative works of all or any part of the Rosetta Stone Product, (c) download, copy or collect information that could be used to copy all or any part of the Rosetta Stone Product, or (d) access or use all or any part of the Rosetta Stone Product for any purpose other than for language learning purposes, except as and only to the extent expressly permitted by applicable law, notwithstanding this limitation, or expressly authorized in writing by Licensor. Any such information supplied by Licensor, and any information obtained by you by any such expressly permitted de-compilation may only be used by Licensee for the purpose expressly authorized by Licensor, and may not be disclosed to any third party, or used to create any software that is substantially similar to the Rosetta Stone Product. If the applicable invoice specifies a maximum number of Authorized End Users or concurrent users that may access the Rosetta Stone Product, Licensee agrees not to exceed such maximum number without the prior written approval of Licensor. Licensee agrees, upon request by Licensor at any time to exchange its current version of the Rosetta Stone Product for an updated version and to discontinue use of the version that was replaced.

7. **OWNERSHIP OF INTELLECTUAL PROPERTY:** Licensor reserves all rights in the Rosetta Stone Product not expressly granted to Licensee in this Agreement. Licensee acknowledges and agrees that Licensor or its third-party licensors own all right, title and interest in and to the Rosetta Stone Product (including, without limitation, all software, code, interfaces, text, photographs, graphics, animation, applets, music, video and audio incorporated therein and any related user guides and documentation), the trademark ROSETTA STONE and other marks related to Licensor's products and URLs such as www.rosettastone.com, www.rosettastoneclassroom.com, www.rosettastoneenterprise.com, and www.rosettaworld.com and the trade dress, and look and feel of the Rosetta Stone Product, all of which are covered by various protections including, without limitation, copyright, trademark, and trade secrecy law. If Licensee suggests new features or functionality that Licensor, in its sole discretion, adopts for the Rosetta Stone Product, such new features or functionality will be the sole and exclusive property of Licensor and any and all claims of Licensee as to the same are hereby waived and released. Licensor reserves the right, in its sole discretion and without incurring any liability to Licensee, to update, improve, replace, modify or alter the specifications for and functionality of all or any part of the Rosetta Stone Product from time to time, provided that any such change does not materially adversely affect the functionality available to Licensee of the Rosetta Stone Product or Licensee's ability to use the Rosetta Stone Product..

8. **SUPPORT:** Licensor offers support for the Rosetta Stone Product for those of its customers who have completed the online registration process. Licensor reserves the right to change the support policy (and to discontinue support for any Rosetta Stone Product) at any time and without notification to Licensee. Licensee's use of Licensor customer support is subject to the hours of operation, and contact information set forth at the following web address: <http://www.rosettastone.com/policy>. Licensor reserves the right to make changes to the support policy at any time and will post those changes on the support page.

9. **LIMITED WARRANTY, DISCLAIMERS, AND LIABILITY LIMITATIONS:**

A. Limited Warranty and Disclaimer: Licensor warrants that the Rosetta Stone Product will perform substantially in accordance with the descriptions and specifications in the documentation accompanying such product for a period of ninety (90) days after purchase of the Rosetta Stone Product under normal use. Notwithstanding anything to the contrary, Licensor makes no representation or warranty with respect to any third party software, and undertakes no obligations with respect to any third party software.

B. DISCLAIMER OF WARRANTIES: OTHER THAN AS STATED IN SECTION 9. A. ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, NEITHER LICENSOR NOR ITS THIRD PARTY LICENSORS MAKE ANY OTHER WARRANTIES OR PROMISES, WHETHER EXPRESS OR IMPLIED, OR BY STATUTE, COMMON LAW, CUSTOM, USAGE OR



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C. Limitations of Liability: In no event will either party or Licensor’s third party licensors or any other person or entity be liable to the other party for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. In no event shall either party or Licensor’s third party licensors’ total liability for all actual direct damages, if any, whether arising in contract, tort, including negligence, or otherwise, exceed the cumulative payments actually received by Licensor from Licensee pursuant to this Agreement.

10. TERMINATION AND SURVIVAL:

- A. This Agreement is effective until terminated in accordance with the terms and conditions set forth in the applicable GSA Schedule contract.
- 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.

12. GOVERNING LAW AND FORUM:

- A. This Agreement is governed by applicable federal laws and regulations. The parties agree that any action arising out of or related to this Agreement may be brought in a Federal court in the Commonwealth of Virginia.
- 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.



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. **EXPORT:** Both parties agree 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.

18. **COMPLETE AGREEMENT:** 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 authorized representatives of both parties.



**Rosetta Stone Ltd.
GSA Pricelist (SIN 132-32)**

SIN #	Manufacturer / Supplier	MFR Part #	Product Name/ Description	GSA Price	Country of Origin	Warranty
132-32	Rosetta Stone Ltd.	RSV3-1-14	Rosetta Stone® Enterprise Version 3 / Rosetta Course Online Annual Subscription 1-14 Licenses*	\$289.37	US	Standard Commercial Warranty
132-32	Rosetta Stone Ltd.	RSV3-15-49	Rosetta Stone® Enterprise Version 3 / Rosetta Course Online Annual Subscription 15-49 Licenses*	\$249.07	US	Standard Commercial Warranty
132-32	Rosetta Stone Ltd.	RSV3-50-249	Rosetta Stone® Enterprise Version 3 / Rosetta Course Online Annual Subscription 50-249 Licenses*	\$208.77	US	Standard Commercial Warranty
132-32	Rosetta Stone Ltd.	RSV3-250-999	Rosetta Stone® Enterprise Version 3 / Rosetta Course Online Annual Subscription 250-999 Licenses*	\$160.40	US	Standard Commercial Warranty
132-32	Rosetta Stone Ltd.	RSV3-1000-4999	Rosetta Stone® Enterprise Version 3 / Rosetta Course Online Annual Subscription 1,000-4,999 Licenses*	\$103.98	US	Standard Commercial Warranty

* Rosetta Stone system requirements can be found at www.rosettastone.com/support