



## Rosetta Stone® Advantage for Business and for Public Sector (Bronze) General Terms of Business

### Article 1: Purpose

These Terms of Business apply by law to all orders placed by the Client Rosetta Stone® Advantage for Business and for Public Sector (Bronze) services, as well as to optional linked services, unlimited access to Rosetta Stone® Advantage Live Tutoring, Rosetta Stone® Advantage Live Tutoring - Session Based, 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 placing the Order Form.

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 Rosetta Stone 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 Rosetta Stone.

### Article 2: Services Provided by Rosetta Stone

Rosetta Stone will supply foreign language learning services to the Students designated by the Client, either online or in-class. Rosetta Stone will provide to the Students nominated by the Client the optional services selected by him, in language learning and learner interface chosen for each designated Student among the languages available.

The services can be subscribed on a Ticket basis: the services are personal and then cannot be re-assigned; or on a fixed-term basis: the services can be transferred to another Student once it has been activated and for the remaining duration of the current license's term.

The services provide one (1) assigned Student with access to all available levels of one (1) commercially-available language among the available languages. In any case, the service(s) subscribed on a Ticket basis must be activated by the Client within the designated activation period, that is to say no later than six (6) months from the date of purchase mentioned in the Order Form duly signed by the Client, in which such training service(s) is/are ordered by the Client and will expire at the end of the license's subscription period. Over this six (6) months activation period of time, the service(s) subscribed on a Ticket basis can not be activated. The services subscribed on a fixed-term basis must have the same start date and end date for all Students, mentioned on the Order Form, meaning that

they will be no staggered activations for individual licenses. Any services non activated within the aforementioned license's activation period shall be considered as definitively lost and shall not be refundable.

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

### Article 3: Orders

In order to be processed, all orders must be placed on Rosetta Stone Order Form, and sent by postal mail or fax. It may also be sent by email, provided that it is signed and stamped by the authorized representative of the Client. The Order Form may also be handed directly to one of Rosetta Stone representatives.

### Article 4: Prices, Payment Schedules, Payment

Prices of products and services are listed excluding taxes and Ex Works. Rosetta Stone reserves the right to change prices without notice; the applicable prices are those which are 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 to by Rosetta Stone, payment is due within thirty (30) days net, from the invoice issuance date, the latter being issued upon receipt of the order.

All payments must be made by transfer or check, payable to the order of Rosetta Stone. All unpaid invoices at the due date

will be subject to interest, at an annual rate of three (3) times the legal interest rate. Any overdue payment will also oblige the Client to pay the lump sum of forty Euros (€ 40) related to the debt collection's process, 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, Rosetta Stone reserves the right to revoke the sale, eight (8) days after a formal notice has gone unanswered, without prejudice to any damages susceptible to be requested by Rosetta Stone.

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 Rosetta Stone 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 Rosetta Stone's revenue), assessed upon or with respect to any sum due to



Rosetta Stone 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 Rosetta Stone, 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, Rosetta Stone receives and retains the amounts equal to the sum Rosetta Stone would have received and retained in the absence of such a required deduction or withheld amount.

Rosetta Stone reserves the right to cancel any order placed by a Client with whom 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 Rosetta Stone. In addition, the Client agrees to make any modifications deemed necessary.

The Client agrees to designate a Training Manager as well as a technical contact who will be the primary contacts to Rosetta Stone.

#### **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 Rosetta Stone, the Client will have assessed whether the service(s) chosen meet the Client's needs, for which choice the Client assumes full liability.

Under no circumstances will Rosetta Stone 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 Rosetta Stone cannot exceed the sum it has received for the concerned training service(s) and 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 Rosetta Stone be held responsible in this matter.

While the Rosetta Stone® Advantage application is hosted within the EU, Rosetta Stone reserves the right to change hosting service providers and to use service providers that may be elsewhere within the EU or outside the EU, including in the USA. Similarly, to support and optimize the efficient / adequate delivery and performance of the Rosetta Stone applications, services, and obligations, Rosetta Stone may utilize third party(ies) to perform services or support functions to its clients that may be located within the EU or outside the EU, including in the USA.

For this purpose, Rosetta Stone and its subprocessors have implemented the unmodified standard contractual clauses ("model clauses") promulgated by the EU Commission to address cross-border data transfer and processing privacy obligations for data subjects of the

European Economic Area, providing to clients assurance that Rosetta Stone is committed to its clients' data security and privacy in accordance with applicable law. The cross-border transfer solutions (the said standard model clauses) Rosetta Stone implements is in addition to Rosetta Stone's continued commitments to data privacy and security; Rosetta Stone also continues to abide by the privacy principles and other requirements of Safe Harbor with respect to personal information collected in the U.S. from its applications and services to clients regarding European individuals.

Unless otherwise requested by the Client and/or Students, Rosetta Stone 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**

Rosetta Stone 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**

Rosetta Stone will use the necessary means to save any

data it has gathered while carrying out its obligations. The parties agree that this obligation is an obligation of due diligence according to case law.

In addition, Rosetta Stone agrees to use the reasonable means to ensure that the Rosetta Stone® Advantage program and related services work under optimal conditions.

Rosetta Stone reserves the right, in its sole discretion and without incurring any liability to Client, to update, improve, replace, modify, alter, suspend or stop the specifications for, functionality of, technical configurations of all or any part of the Rosetta Stone training Service(s) (among the Services Bronze, Silver and Gold) from time to time and which it deems necessary. Client agrees, upon request by Rosetta Stone 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.

Rosetta Stone 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 Rosetta Stone and/or its affiliated companies to use the Client's brand and logo for promotional purposes of Rosetta Stone's products, and



services without regard to medium or territory.

The Client further authorizes Rosetta Stone and/or its affiliated companies to use files provided by the Client at the end of training, concerning the Client's feedback. Rosetta Stone and/or its affiliated companies may use these files in written case studies designed to promote the business of Rosetta Stone and/or its affiliated companies to third parties.

**Article 12: Assignment**

The order and any rights and obligations related to such order hereunder (that constitutes the parties' agreement) may not be

assigned, delegated or otherwise transferred by the Client without the express prior written consent of Rosetta Stone.

Rosetta Stone may assign the Client's order and any rights and obligations related to such order, that constitutes the parties' agreement, in whole or in part, at any time with or without notice to the Client.

**Article 13: 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, as defined by case law.

**Article 14: Duration**

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

Rosetta Stone 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.

Rosetta Stone 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 15: 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 16: 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.