



Rosetta Stone® Advantage for Higher Education Licenses General Terms of Business

Article 1 - Subject:

These general terms and conditions apply automatically to all orders of a license for Rosetta Stone® Advantage for Higher Education Licenses 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 Rosetta Stone.

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.”

“Rosetta Stone® Advantage for Higher Education Licenses” 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 Rosetta Stone® Advantage for Higher Education 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 Rosetta Stone. The program will be installed and administered on the Rosetta Stone 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 Rosetta Stone® Advantage for Higher Education Licenses.

Rosetta Stone will do its best to protect the data contained in the hosted linguistic resource www.tellmemorecampus.com. The parties agree that this obligation constitutes an obligation of means in the legal sense.

Rosetta Stone promises to provide the reasonable resources to insure the optimal operating conditions of the hosted linguistic resource www.tellmemorecampus.com.

Rosetta Stone 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, Rosetta Stone may occasionally interrupt access to the hosted linguistic resource www.tellmemorecampus.com and the related services accessible from its servers. Rosetta Stone 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 hosted linguistic resource www.tellmemorecampus.com 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 Rosetta Stone.

Technical support: Rosetta Stone will be in charge of providing technical support. The Rosetta Stone 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 Rosetta Stone technical support. The name of the technical liaison person or persons to be contacted if needed must be provided to Rosetta Stone.

Article 5 - Services provided by Rosetta Stone:

Rosetta Stone will provide Rosetta Stone® Advantage for Higher Education Licenses for the exclusive use of the Client’s User. Each Rosetta Stone® Advantage for Higher Education License is granted individually and gives access to all levels for all available languages of study. The Rosetta Stone® Advantage for Higher Education Licenses are either Ticket License, fixed-term licenses or Site licenses.

The Ticket license and the 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 Rosetta Stone® Advantage for Higher Education 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 Rosetta Stone® Advantage for Higher Education Licenses and the Rosetta Stone® Advantage for Higher Education Site 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 will not give rise to refund.

By ordering a Rosetta Stone® Advantage for Higher Education License, the Client also acquires from Rosetta Stone the right to use and the right to access to the following resources:

- The learning’s portal (that is to say the hosted linguistic resource www.tellmemorecampus.com);
- The portal to follow-up the Users;
- The administration portal in order to enroll the Users. The Client has access to the necessary documents allowing him to enroll the Users itself through the training’s portal;
- The Tutor’s portal;
- The training’s portal: this portal will make available to the Client the documentation which will help the latter to use the hosted linguistic resource www.tellmemorecampus.com.

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

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 Service (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 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. Rosetta Stone 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 Rosetta Stone. 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, Rosetta Stone may automatically cancel the sale, eight (8) days after sent notice has gone unanswered, without prejudice to any damages which might be requested by Rosetta Stone. The Client promises, in such a case, to cease all use of the Rosetta Stone® Advantage for Higher Education Licenses, and to return any materials received without delay to Rosetta Stone.

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 Rosetta Stone 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 Rosetta Stone income tax), assessed on or related to any sum payable to Rosetta Stone in compliance with this document. If the Client is required by law to make any deduction or withholding against the amounts due to Rosetta Stone®, then the amounts in question must be increased such that after said deduction or withholding Rosetta Stone will receive amounts equal to those it would have received absent the deduction or withholding in question.

Rosetta Stone 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 hosted linguistic resource

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offered by Rosetta Stone, the Client has evaluated the appropriateness of the service or services chosen to its own needs and assumes the responsibility for them. Rosetta Stone 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 Rosetta Stone must not exceed the amount received by Rosetta Stone up to the date of any occurrence generating its liability.

Article 8 - 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.

Rosetta Stone 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 Rosetta Stone®. Rosetta Stone® grants it the right to use

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the linguistic resource strictly for educational purposes and to the exclusion of any commercial or professional purpose. Rosetta Stone® 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 Rosetta Stone and/or its affiliated companies to use the Client’s brand and logo for promotional purposes of Rosetta Stone’s, 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 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 – 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 - 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). Rosetta Stone 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.

Rosetta Stone further reserves the option to modify these general terms.

Article 14 - 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 15 - 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.