



Rosetta Stone® Advantage for Training Centers

General Terms of Business

Article 1 – Object: These terms of business apply by law to all orders placed by the Client of license(s) of use of the Rosetta Stone® Advantage for Training Centers program, which benefit the persons designated by the Client (hereafter referred to as “the Students”).

The Rosetta Stone® Advantage for Training Centers program is exclusively reserved to a use by training centers.

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

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

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

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

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

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

Article 3 - Program provided by Rosetta Stone: For the purchase of a license to access the Rosetta Stone® Advantage for Training Centers program, you acquire from Rosetta Stone the right to use the student program, the tutor portal, the administration portal and the monitoring portal available in the Rosetta Stone® Advantage solution. Rosetta Stone offers its Clients training services to optimize the utilization of the Rosetta Stone® Advantage program. These services are described in the purchase order.

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 4 – Services: Technical Resources: The Program will be installed and administered on Rosetta Stone’s Servers or on the servers of the companies of its group or on the servers of a third party provider. Licenses to access the Rosetta Stone® Advantage for Training Centers Program are personally assigned and allow access to all levels for one given learned language among the available languages. Licenses to access the Rosetta Stone® Advantage for Training Centers Program are ticket licenses, and are valid for six (6) or twelve (12) months.

A Rosetta Stone® Advantage for Training Centers ticket license enables clients to provide individualized start/end dates for learners. All the ticket licenses have a pre-defined activation period prescribed on the order form. The activation period lasts six (6) months.

The subscription period for each individual license begins on the date the individual ticket is activated which shall occur on the expiry of the activation period at the latest. Once activated, tickets cannot be transferred/re-assigned to another Student.

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

The amount invoiced for the license includes the hosting of the program

and the technical assistance, in the available languages. It does not include the administration.

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

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

Rosetta Stone commits itself to use its reasonable endeavor to create optimistic conditions for the functioning of the hosted Rosetta Stone® Advantage Program.

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.

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

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

First level technical assistance: Rosetta Stone will provide first-level technical support and will answer any technical questions from the Users directly, in English, French, German, Italian and Spanish, by telephone (except for Italian), mail,

fax or email, during the business hours of 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 - Price – Payment terms: Prices of programs, products and/or services are listed excluding taxes and Ex Works. Rosetta Stone reserves the right to change rates without notice; the applicable rates are those in use on the day of the order. Moreover, the Value-Added Tax to be paid will vary depending on the relevant statutory provisions in force at the time of the payments.

Unless otherwise agreed by Rosetta Stone, payment is to be made within thirty (30) days net from the date of the invoice which issued upon placement of the order. All orders are firm. The total amount of the order is due despite the number of activated or consumed licenses.

All payments must be made by transfer or check, payable to 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, without prejudice to the cancellation of sale and/or all damages. The interest will lead to, if need be, an invoice addressed to the Client. The Client will then be obliged, in these terms, to repay it immediately.

Failing the settlement of payment by the indicated due date, 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 request by Rosetta Stone.

In that case, Client agrees to stop any use of the Rosetta Stone® Advantage program and to return immediately to Rosetta Stone any delivered material if any.

The dispute of all or part of a credit or invoice must take place no later than fifteen (15) days following the issue of said document. The dispute of part of an invoice can under no circumstances defer the payment of the uncontested amount. Failing a

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Rosetta Stone *Société Anonyme* with a share capital of 1 838 682 Euros, registered at the Trade and Business Registry of Versailles under the number 340 333 533 - Code APE 5829C - Business address: 14 rue du Fort de Saint-Cyr, 78180 Montigny-le-Bretonneux - Phone: +33 (0)1 30 07 12 12/ Fax: +33 (0)1 30 07 12 01

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

Rosetta Stone reserves the right to cancel any order placed by a Client with whom there exists a dispute regarding the payment of a previous order.

Article 6 - Client's obligations: The Client commits itself to use all its means to allow the Rosetta Stone® Advantage program to work in optimistic conditions. The Client notably commits itself to respect the minimum configurations required by Rosetta Stone.

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

The Client shall attend the specific technical and pedagogical trainings for the use of the Rosetta Stone® Advantage program and shall pay the corresponding price. These training are sessions of a maximum of four (4) participants. The later will confirm the participants list in writing to Rosetta Stone, at least ten (10) days before the training date.

The Client commits itself to using the Rosetta Stone® Advantage program in accordance with the present terms and it will be its

responsibility to ensure that learners respect the stipulations of these terms.

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

Under no circumstances will Rosetta Stone incur liability for loss of data or for costs covering the acquisition of products or replacement programs. Without prejudice for the preceding, the liability of Rosetta Stone cannot exceed the sum it has received up to the date that the liability was generated.

Rosetta Stone shall provide the Client with the support services defined in the present Terms of Business, provided that the Client shall have previously attended all necessary training. The Client takes full responsibility relative to its employees who attended the specific training and their skills.

The Client assumes full responsibility relative to any skill transfer if one of its trained technical contact shall have to be replaced by another one, whatever temporarily or definitely. Under no circumstances will Rosetta Stone incur any liability for any prejudice in connection with it.

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.

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

Article 9 - Intellectual Property Rights: The Client agrees that the Rosetta Stone® Advantage Program content is protected by Intellectual Property Rights and that it cannot be copied, duplicated, republished, downloaded, posted, transferred, distributed, sold, exploited or modified, in whole or in part, in any way, without Rosetta Stone's express authorization. Rosetta Stone grants the Client the right to use the Rosetta Stone® Advantage Program and its content only for educational purpose, and excluding any commercial or professional purpose.

Rosetta Stone and its suppliers retain ownership of all intellectual property

rights related to software and documentation. It includes but is not limited to the software, the speech recognition components contained therein, the data, the audio recordings, the texts, the images, the graphics and videos, as well as all documentation related to the software, which are protected by intellectual property rights and copyright laws (including patents and trademarks) and the international provisions in force related to intellectual property.

Article 10 – Reference Authorization: The Client authorizes 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 11 - Force majeure: Excepting the obligation to pay, neither party can be held liable for a delay or breach in the execution of its obligations when this delay or breach is the result of *force majeure*.

Article 12 – 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 - Term: These terms of business apply as long as their object need. Rosetta Stone reserves the right to interrupt such terms of business in the case of a breach of these terms by the Client.



Rosetta Stone also reserves the option to modify these terms of business.

Article 14 – Severability: If any portion of any provision of these terms and conditions is invalid or unenforceable, then that provision shall be given no effect and shall be deemed not to be included within the provisions of these terms and conditions, without invalidating any of the remaining terms of these terms and conditions.

Article 15 - Applicable Law & Dispute Resolutions: The present contract is subject to French law and all disputes relating to it shall be settled by the appropriate court elected by the applicant.