

Rosetta Stone Ltd.

Trademark and Proprietary Content Usage Guidelines

(Formerly, Rosetta Stone Trademark Usage Guidelines)

These guidelines apply to Rosetta Stone Ltd. (“Rosetta Stone”) licensees, authorized resellers, contracting vendors, and others that have been authorized by Rosetta Stone to use Rosetta Stone’s trademarks, service marks or images, copyrighted works or other proprietary content (“Proprietary Content”) in promotional, advertising, instructional, or reference materials, or on their web sites, products, labels, or packaging. Rosetta Stone Proprietary Content includes any and all content that Rosetta Stone may provide or make available to individuals or entities, including, but not limited to, logos, icons, graphic symbols, creative copy, video files, fonts, and audio files, all in any medium and inclusive of any specifications requested by the recipient that Rosetta Stone may incorporate.

Except and solely to the extent otherwise expressly licensed by Rosetta Stone in writing, all Proprietary Content is provided under and subject to the Rosetta Stone Trademark and Proprietary Content License Agreement (“TLA”), and all access to and use of any such Proprietary Content is subject to the Rosetta Stone TLA terms and conditions. Use of the Proprietary Content for commercial purposes without the prior written consent of Rosetta Stone may constitute trademark or copyright infringement, or unfair competition in violation of federal and state laws. Use of Proprietary Content is prohibited unless expressly authorized.

Why these guidelines?

The award-winning Rosetta Stone® language-learning software delivers the most engaging language-learning experience in the market today. Throughout the world, our trademarks identify our products so that consumers know they are buying high-quality Rosetta Stone products and services. Rosetta Stone has gained valuable rights by the proper and continuous usage of trademarks to identify its goods and services and through enforcement of its intellectual property rights. If a Rosetta Stone trademark or other Rosetta Stone Proprietary Content is used improperly, its value can become diluted, generic or tarnished. Proper use by authorized licensees of our trademarks and other Proprietary Content in accordance with guidelines helps to protect and preserve the value of Rosetta Stone’s intellectual property rights and the Rosetta Stone brand.

In following these guidelines, you help us protect our valuable intellectual property rights and strengthen our corporate and brand identities. By using any Rosetta Stone Proprietary Content, in whole or in part, you are acknowledging that Rosetta Stone is the sole owner of the Proprietary Content and are promising that you will not interfere with Rosetta Stone’s rights in the Proprietary Content, including challenging Rosetta Stone’s use, registration of, or application to register such intellectual property, alone or in combination with other words or images, anywhere in the world, and that you will not harm, misuse, or bring into disrepute the Proprietary Content. The goodwill derived from using any Rosetta Stone Proprietary Content exclusively inures to the benefit of and belongs to Rosetta Stone. Except for the limited right to use as expressly permitted under these guidelines or as expressly authorized under your written agreement with Rosetta Stone, no other rights of any kind are granted hereunder, by implication or otherwise. Upon receipt of any written request from Rosetta Stone to cease using or remove any Proprietary Content, you must promptly make all commercially reasonable efforts to remove such Proprietary Content from public circulation. If you have any questions regarding these guidelines, please talk to your Rosetta Stone representative or send an e-mail to Rosetta Stone’s Legal Department at legal@rosettastone.com.

Unauthorized Use of Rosetta Stone Proprietary Content

1. Company, Product, or Service Name: You may not use or register, in whole or in part, Rosetta Stone, or any other Rosetta Stone trademark, including Rosetta Stone-owned graphic symbols, logos, icons, or an alteration thereof, as or as part of a company name, trade name, product name, service name, or domain name except as specifically authorized in these guidelines.

2. Rosetta Stone Logos and Rosetta Stone-owned Graphic Symbols: You may not use the Rosetta Stone logos or icons or any other Rosetta Stone-owned graphic symbol, logo, or icon on or in connection with web sites, products, packaging, manuals, promotional/advertising materials, or for any other purpose except pursuant to an express written license from Rosetta Stone, such as the Rosetta Stone Trademark License Agreement or pursuant to the express trademark licensing terms of an alternative contracting agreement executed by Rosetta Stone.

3. Variations, Takeoffs or Abbreviations: You may not use or make any derivation or variation of the Proprietary Content for any purpose without the express written authorization of Rosetta Stone in each instance. This prohibition includes all modifications, including, but not limited to, changes to colors and fonts, combining the Proprietary Content with other words or graphics, changing proportions, translating into other languages, modifying link or code data, or extracting artwork to create new content. Third parties are not authorized to use any variation, phonetic equivalent, foreign language equivalent, takeoff, or abbreviation of Rosetta Stone Proprietary Content for any purpose.

4. Rosetta Stone's Trade Dress: You may not imitate the distinctive Rosetta Stone packaging, 'look and feel,' web site design, logos, typefaces, software interface, sounds, or other marketing collateral, including but not limited to point of sale signage, retail space, trade exhibit design, sales slicks, brochures or packaging.

5. Paid Search, Keyword Bidding and Ad Copy, Domain Names: These guidelines do not authorize you or anyone accessing Rosetta Stone Proprietary Content through you, to bid on or use Proprietary Content or any Rosetta Stone trademarks, service marks or trade names, abbreviations thereof, or words or phrases confusingly similar thereto: (i) as paid search keywords; (ii) in the ad text/search listing; (iii) as any Display URL; or (iv) as a destination URL. For purposes of clarification, you are not authorized, and it is a violation of these guidelines, to bid on terms including but not limited to "Rosetta," "Rosetta Stone," "rosettastone," "rosettastone.com," "rosettaspainish," "rosettalanguage," "Dynamic Immersion," and/or any terms that are confusingly similar to these or other Rosetta Stone trademarks, service marks or trade names, on any search engine. You should negative-match all such Rosetta Stone trademark terms in your paid search campaigns to avoid having your ad appearing as a search result via broad-match on keyword searches of the Rosetta Stone trademark term in violation of these guidelines.

6. Disparaging Manner: You may not use Rosetta Stone Proprietary Content in a disparaging manner.

7. Endorsement or Sponsorship: You may not use Rosetta Stone Proprietary Content, including Rosetta Stone-owned graphic symbols/logos, or icons, in a manner that would imply Rosetta Stone's affiliation with or endorsement, sponsorship, or support of a third party product or service, unless and solely to the extent expressly authorized by Rosetta Stone in writing in each instance.

8. Merchandise Items: You may not manufacture, sell or give-away merchandise items, such as T-shirts and mugs, bearing any Rosetta Stone Proprietary Content, including symbols, logos, or icons, except pursuant to an express written agreement from Rosetta Stone.

9. Slogans and Taglines: You may not use or imitate any Rosetta Stone slogan or tagline, such as: “The Fastest Way to Learn a Language. Guaranteed.®”

10. Business Cards. You may not use any Rosetta Stone trademarks on your business cards.

Rules for Proper Use of Rosetta Stone Proprietary Content

1. Subject to the restrictions herein, Proprietary Content may generally be used in your advertising and marketing materials solely to promote the Rosetta Stone or Rosetta Stone line of products.

2. When you use Rosetta Stone Proprietary Content, you must be clear that Rosetta Stone is the source of the offering, and that you are independent from Rosetta Stone.

3. If you are an authorized Rosetta Stone reseller or marketer, you may be subject to additional restrictions as set forth in the terms of your agreement with Rosetta Stone.

4. If you are a current Rosetta Stone enterprise product licensee in good standing, your authorization to use Proprietary Content is limited solely to internal use within your organization (e.g. on your intranet site) to your Authorized Users (as that term is defined in the Rosetta Stone Enterprise License Agreement), for purposes of internal education and internal user participation. Enterprise licensees are not authorized to market, or to permit any other party to market, the Rosetta Stone enterprise licenses commercially to the general public. All use is subject to Rosetta Stone approval.

5. Rosetta Stone may provide or work with you to create templates or forms that may be other than as set forth in these guidelines. Rosetta Stone reserves the right to determine when and with whom to do so, and in all cases maintains the right to require that specific templates be revised or removed at any time, for any reason, and you agree to revise and/or remove such templates or other materials as soon as possible upon receipt of notice from Rosetta Stone.

6. You must use artwork supplied by Rosetta Stone and follow the graphic standards for use of the Rosetta Stone Proprietary Content as set forth in the Rosetta Stone Brand Style Guides.

Proper Trademark Notice and Attribution

Trademark Symbols

Referential use of Rosetta Stone's trademarks should include the proper trademark symbol(s). Registered trademarks and registered service marks bear the "®" symbol, whereas unregistered trademarks bear a "TM" symbol, and unregistered service marks bear an "SM" symbol.

The appropriate trademark symbol (TM, SM, ®) should be used the first time the Rosetta Stone trademark appears in the text of the advertisement, brochure, or other material. Generally, the symbol appears at the right shoulder of the trademark (except the Blue Stone Design, where the symbol appears at the right foot).

A current list of the proper symbol placement for some of Rosetta Stone's most-frequently referenced trademarks can be found below. Note: this list is for materials created for U.S. distribution only.

Adaptive Recall®
Audio Companion®
Dynamic Immersion®
Rosetta Stone®
The Fastest Way to Learn a Language. Guaranteed.®
Rosetta Stone TOTALe™

Wherever possible, you should include an attribution statement of Rosetta Stone's ownership of the Proprietary Content within the credit notice section of your documentation or other product communication. Attribution should be worded as shown in the following example:

Rosetta Stone is a trademark or registered trademark of Rosetta Stone Ltd., in the United States and/or other countries.

Proper Form — Use as Adjectives

Trademarks are adjectives, and should be used in connection with the generic nouns they modify. For instance, the word "software," or similar term (i.e., "language learning software"), should immediately follow the referential use of the trademark "Rosetta Stone" in at least the first or most prominent instance where the trademark is displayed. The generic noun (e.g., "software") — which the trademark modifies — should be used as often as is reasonable after the initial use in a single section or page of text. Since Rosetta Stone's trademarks are adjectives, they should not be used as nouns or verbs.

Additional Information

If you have any questions regarding these guidelines, please contact the Rosetta Stone Legal Department at legal@rosettastone.com.

These guidelines are not intended to be a definitive or complete statement of proper usage. Rosetta Stone reserves the right to object to any use of Rosetta Stone Proprietary Content that it deems unlawful in the circumstances, even if such use is not expressly prohibited above. Rosetta Stone reserves the right to revise these guidelines at any time, without notice, effective upon posting to the Rosetta Stone website.

This document does NOT constitute any form of license to use any Rosetta Stone trademark or other Proprietary Content. No Rosetta Stone employee is authorized to provide legal guidance on the use of Rosetta Stone Proprietary Content, nor to give permission to use any Rosetta Stone Proprietary Content, except under the Rosetta Stone Trademark and Proprietary Content License Agreement or such other Agreement expressly addressing the licensing of the Rosetta Stone Proprietary Content, and signed by an authorized representative of Rosetta Stone. Any promise, agreement, guidance or other representation by any Rosetta Stone employee or agent (other than by a formal license as described herein) is invalid and cannot be relied upon. If you have questions about the laws surrounding the use of Rosetta Stone Proprietary Content, or the trademarks or intellectual property of any other party, you should consult a qualified attorney.

Updated August 25, 2010