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"Authorized End User" means employees, students, or other personnel designated by Licensee with access to the Rosetta Stone Product.

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- ii) Terminating account access to the Licensed Product.

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

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11. FEES AND PAYMENTS: Licensee agrees to pay Licensor the fees set forth on the Order Form. Licensor shall invoice Licensee at the times specified in the Order Form or, if not specified therein, on a monthly basis. Unless otherwise specified in the Order Form, all payment shall be due 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. Overdue payments required to be paid by Licensee pursuant to this Agreement (other than amounts that are the subject of a legitimate dispute) shall accrue interest at the lesser of one percent (1.5%) per month or the maximum allowable interest under applicable law, from the due date until paid, and Licensee shall pay Licensor's costs of collection, including Licensor's reasonable attorneys' fees and court costs. The amounts due to Licensor as set forth in the applicable order form do not include, and Licensee shall pay, any sales, use, property, value-added or other taxes (including any amounts to be withheld for the purpose of paying the foregoing) relating to, resulting from or based on use of the Licensor Product. If Licensor is required to pay any of the foregoing taxes, then such taxes shall be billed to and promptly paid by Licensee.

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A. This Agreement, and the legal relationship between the Licensor and Licensee will be governed in all respects, by and construed in accordance with the substantive laws in force in the Commonwealth of Virginia, USA, without reference to its laws relating to conflicts of law, and Licensee agrees that any action arising out of or related to this Agreement must be brought exclusively in a US state or Federal court in the Commonwealth of Virginia, and Licensee waives any objection it has or may have in the future with respect to the foregoing.

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.

C. Notwithstanding the above, Licensor shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee in the event that, in the opinion of Licensor, such action is necessary or desirable.

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 above 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

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A. 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 Licensor.

B. In the event of a dispute between the English and any translated version, the English version of this Agreement shall prevail.

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