

GLOBAL END USER LICENSE AGREEMENT

This End User License Agreement ("License") is a contract between you, the individual completing the order for, or installation of, or access to, or payment for, or commencing the use of the products, materials and/or services described below ("Licensee") and Rosetta Stone ("Licensor") and governs Licensee's use of the Rosetta Stone™ products, materials, and/or services. The license granted hereunder is conditioned upon Licensee's acceptance of the terms set forth herein.

Definitions:

"Software" means the language learning software products, and any third party software, online or web-based functionality, updates or upgrades licensed by Licensor to Licensee pursuant to this License.

"Household" means a domestic unit consisting of related individuals, who live together in the same dwelling.

"Online" means the format of the Rosetta Stone Product that is accessed by Licensee using a web browser over the Internet or an intranet.

"Rosetta Stone" means Rosetta Stone Ltd., its subsidiaries and/or affiliates.

"Rosetta Stone Product" means the Rosetta Stone language learning products, including, without limitation, Software, audio tools or audio companion materials, password-protected access to a Licensor website, and any related products, materials, services, and documentation (together with any updates to, or new releases of, the foregoing that are made available to Licensee by Licensor) licensed by Licensor to Licensee pursuant to this License.

"Standalone" means the format of the Rosetta Stone Product that is accessed on a computer either owned by Licensee or that Licensee can legally access, where the Rosetta Stone Product is installed on such computer.

1. IMPORTANT NOTICE ON LICENSE -- PLEASE REVIEW CAREFULLY

A. GENERAL: THIS LICENSE IS A LEGAL AGREEMENT BETWEEN LICENSEE AND LICENSOR. LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT LICENSOR WOULD NOT HAVE ENTERED INTO THIS LICENSE WITH LICENSEE, WITHOUT LICENSEE'S AGREEMENT TO BE FULLY BOUND BY THE TERMS OF THIS LICENSE.

THIS LICENSE CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY (SEE SECTION 10 BELOW) AND AN EXCLUSIVE REMEDY (SEE SECTION 11 BELOW). THESE PROVISIONS ARE AN ESSENTIAL PART OF OUR BARGAIN.

B. ONLINE LICENSEE ACCEPTANCE: BY CLICKING THE ACCEPTANCE BUTTON BELOW:

(i) LICENSEE ACKNOWLEDGES THAT LICENSEE IS ELECTRONICALLY SIGNING THIS LICENSE, AND SUCH ELECTRONIC SIGNATURE HAS THE SAME LEGAL FORCE AND EFFECT AS A HANDWRITTEN SIGNATURE.

(ii) LICENSEE AGREES TO BE LEGALLY BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED HEREIN.

(iii) IF LICENSEE DOES NOT AGREE TO THESE PROVISIONS OR ANY OF THE OTHER TERMS OF THIS LICENSE, DO NOT CLICK THE ACCEPTANCE BUTTON AND DO NOT ENROLL FOR THE ONLINE SUBSCRIPTION SERVICE. LICENSEE CONSENTS TO HAVE THIS LICENSE PROVIDED TO LICENSEE IN ELECTRONIC FORM. LICENSEE HAS THE RIGHT TO RECEIVE, AND MAY REQUEST,

A NON-ELECTRONIC COPY OF THIS LICENSE EITHER BEFORE OR AFTER LICENSEE ELECTRONICALLY SIGNS THE LICENSE. LICENSEE ALSO HAS THE RIGHT AT ANY TIME TO WITHDRAW LICENSEE'S CONSENT TO HAVE THIS LICENSE PROVIDED TO LICENSEE IN ELECTRONIC FORM. SHOULD LICENSEE CHOOSE TO WITHDRAW LICENSEE'S CONSENT TO HAVE THIS LICENSE PROVIDED TO LICENSEE IN ELECTRONIC FORM, LICENSOR WILL TERMINATE LICENSEE'S RIGHT TO USE THE ROSETTA STONE PRODUCT. THIS MEANS THAT LICENSEE WILL NOT HAVE THE RIGHT TO USE THE ROSETTA STONE PRODUCT UNLESS AND UNTIL LICENSOR RECEIVES A SIGNED COPY OF A NON-ELECTRONIC VERSION OF THIS LICENSE, WHICH LICENSOR WILL SEND TO LICENSEE UPON REQUEST. TO WITHDRAW LICENSEE'S CONSENT AND/OR REQUEST A NON-ELECTRONIC COPY OF THIS LICENSE, PLEASE SEND AN EMAIL TO THE APPLICABLE EMAIL ADDRESS INDICATED IN THE CONTACT INFORMATION FOR LICENSEE'S LOCATION LISTED IN ANNEX 1 OR SEND A LETTER AND SELF-ADDRESSED STAMPED ENVELOPE TO LICENSOR AT THE APPLICABLE MAILING ADDRESS INDICATED IN THE CONTACT INFORMATION FOR LICENSEE'S LOCATION LISTED IN ANNEX 1. LICENSEE'S WITHDRAWAL OF CONSENT SHALL BE EFFECTIVE WITHIN A REASONABLE TIME AFTER LICENSOR RECEIVES LICENSEE'S WITHDRAWAL NOTICE DESCRIBED ABOVE. LICENSEE'S WITHDRAWAL OF CONSENT WILL NOT AFFECT THE LEGAL VALIDITY OR ENFORCEABILITY OF THE LICENSE PROVIDED TO, AND ELECTRONICALLY SIGNED BY, LICENSEE PRIOR TO THE EFFECTIVE DATE OF LICENSEE'S WITHDRAWAL. IN ORDER TO ACCESS AND RETAIN THIS ELECTRONIC LICENSE, LICENSEE MUST HAVE ACCESS TO THE WORLD WIDE WEB AND PAY ANY SERVICE FEES ASSOCIATED WITH SUCH ACCESS. PLEASE PRINT A COPY OF THIS DOCUMENT FOR RETENTION AND FUTURE REFERENCE. TO RETAIN AN ELECTRONIC COPY OF THIS LICENSE, LICENSEE MAY SAVE IT INTO ANY WORD PROCESSING PROGRAM.

(iv) LICENSEE ACKNOWLEDGES THAT, ONCE LICENSEE HAS SUCCESSFULLY COMPLETED LICENSEE'S ENROLLMENT FOR THE ONLINE SUBSCRIPTION SERVICE, THE ROSETTA STONE PRODUCT WILL BE PROMPTLY MADE AVAILABLE FOR LICENSEE'S USE, AND LICENSEE DOES NOT HAVE THE RIGHT TO CANCEL OR RECEIVE ANY REFUND UNLESS OTHERWISE SPECIFICALLY AGREED BY LICENSOR IN WRITING OR EXPRESSLY REQUIRED BY OPERATION OF APPLICABLE LAW.

C. STANDALONE LICENSEE ACCEPTANCE:

(i) BY INSTALLING OR OTHERWISE USING THE ROSETTA STONE PRODUCT, LICENSEE AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED HEREIN AND THAT THIS LICENSE HAS THE SAME LEGAL FORCE AND EFFECT AS IF SIGNED BY LICENSEE WITH A HANDWRITTEN SIGNATURE.

(ii) IF LICENSEE IS REVIEWING THIS LICENSE IN ELECTRONIC FORMAT, LICENSEE ACKNOWLEDGES THAT LICENSEE IS ELECTRONICALLY SIGNING THIS LICENSE BY CLICKING THE ACCEPTANCE BUTTON BELOW, SUCH ELECTRONIC SIGNATURE HAS THE SAME LEGAL FORCE AND EFFECT AS A HANDWRITTEN SIGNATURE, AND LICENSEE AGREES TO BE LEGALLY BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED HEREIN.

(iii) IF LICENSEE DOES NOT AGREE TO BE BOUND BY THESE PROVISIONS OR ANY OTHER TERMS OF THIS LICENSE, DO NOT OPEN THE PACKAGING OF THE ROSETTA STONE PRODUCT OR INSTALL THE ROSETTA STONE PRODUCT, AND PROMPTLY RETURN THE PACKAGE IN UNOPENED FORM. LICENSEE MAY OBTAIN A FULL OR PRORATED REFUND OF LICENSEE'S PAYMENT FOR THE ROSETTA STONE PRODUCT BY RETURNING THE MEDIA AND MATERIALS FOR THE ROSETTA STONE PRODUCT AND SUBMITTING A WRITTEN REQUEST FOR REFUND PROVIDED THAT (1) LICENSEE HAS NOT ALREADY INSTALLED OR UTILIZED THE ROSETTA STONE PRODUCT IN ANY WAY AND (2) LICENSOR RECEIVES SUCH REQUEST FOR A REFUND AND ALL OF SUCH RETURNED ROSETTA STONE PRODUCT MEDIA AND MATERIALS WITHIN THIRTY DAYS OF THE ORIGINAL DATE OF PAYMENT. UNLESS OTHERWISE REQUIRED UNDER

APPLICABLE LAW LICENSEE SHALL BE SOLELY RESPONSIBLE FOR THE SHIPPING COSTS INCURRED IN RETURNING THE ROSETTA STONE PRODUCT MEDIA AND MATERIALS.

D. NO REFUNDS: EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS LICENSE OR REQUIRED BY OPERATION OF APPLICABLE LAW, LICENSOR SHALL HAVE NO OBLIGATION TO REFUND ANY AMOUNTS PAID BY LICENSEE WITH RESPECT TO THIS LICENSE.

2. LICENSE: The Rosetta Stone Product is licensed, not sold. The intended use of the Rosetta Stone Product is language learning. Licensee may not use the Rosetta Stone Product for any purpose other than language learning. If Licensee accepts this License, and for so long as Licensee complies with the terms of this License, Licensor grants Licensee a nonexclusive and nontransferable license to use the Rosetta Stone Product (in the case of Software, in machine-readable form), subject to the limitations and restrictions set forth in this License.

A. ONLINE LICENSEES: If Licensee has accepted Online access to the Rosetta Stone Product, the License granted by Licensor gives Licensee use of the Rosetta Stone Product from any workstation matching the System Requirements set forth in further detail in the applicable URL for Licensee's location as listed in Annex 1. For purpose of the preceding sentence, "use" of the Rosetta Stone Product shall mean access to the functionality of the Rosetta Stone Product for language learning purposes only.

B. STANDALONE LICENSEES:

(i) If Licensee has accepted a Standalone format of the Rosetta Stone Product, the License granted by Licensor gives Licensee the right to install and execute the Software on the hard drive or other storage device of Licensee's personal computer and use any audio tools or audio companion materials to such Software, in each case, for Licensee's personal use and the personal use of the members of Licensee's Household as provided by this License with the restriction that the Software and any audio tools or audio companion materials and any other materials are used by only one individual at a time. For purpose of the preceding sentence, "use" of the Rosetta Stone Product shall mean access to the functionality and/or content of the Rosetta Stone Product for language learning purposes only.

(ii) If the original language data disc is required to use the Rosetta Stone Product, Licensee may not make an additional backup copy. In case any of the discs Licensee received is damaged, Licensee may return it to Licensor for replacement upon Licensee's payment of applicable shipping costs. If Licensee received an Activation ID (described in further detail in Section 3. B. below) with the Rosetta Stone Product, Licensee may not share it with any individual outside of Licensee's Household.

(iii) This License does not allow the Software to be executed or made available, directly or indirectly, over any network or on more than one computer at a time without the prior written consent of the Licensor.

3. INSTALLATION:

A. ONLINE LICENSEES: Licensee acknowledges that Online access to a Rosetta Stone Product on a workstation which Licensee owns or may lawfully access requires:

(i) Installation of Additional Third Party Software (e.g., browser plug-ins). It is the responsibility of the Licensee to follow the instructions provided by Licensor on Licensor's website (i.e., the website in which Licensee purchased the Rosetta Stone Product or the website of the Licensor location closest to Licensee as set out in Annex 1) and/or within the Rosetta Stone Product to install such third party software. Licensor will exert commercially reasonable efforts to make available technical support to Licensee if support is required by Licensee.

(ii) Internet. Continuous internet access is required to access the Rosetta Stone Product, and is not provided by Licensor. Such access is the sole responsibility of Licensee.

B. STANDALONE LICENSEES: Licensee acknowledges that installation of the Rosetta Stone Product on a workstation Licensee owns or may lawfully access may require product activation. If Licensee received an Activation ID with Licensee's Rosetta Stone Product, Licensee will be required to comply with the Licensor-defined activation procedure to obtain full access to the Rosetta Stone Product. Product activation is a technological measure designed to prevent unlicensed or illegal use of the Rosetta Stone Product. These measures limit Licensee's access to the content until Licensee activates the Rosetta Stone Product by following instructions provided in the documentation accompanying the Rosetta Stone Product and on the Licensor website applicable to Licensee's location as listed on Annex 1. The Licensee will be able to activate the Rosetta Stone Product by contacting Licensor at the telephone number listed in the accompanying documentation and via the Licensor website applicable to Licensee's locations as listed on Annex 1. During activation, Licensee will provide Licensee's unique Activation ID accompanying the Rosetta Stone Product and computer configuration in the form of a numeric code to verify the authenticity of the Rosetta Stone Product. Licensee agrees that if Licensee does not activate the Rosetta Stone Product as set forth in the accompanying documentation Licensee will not be able to access the complete Rosetta Stone Product content. Furthermore, Licensee agrees that Licensor may use these measures to protect the Rosetta Stone Product against software piracy.

4. SECURITY AND PRIVACY:

A. Security: Licensee will not save Licensee's name/password on a workstation which may be used by multiple users, as doing so will cause Licensee to be in violation of this License.

B. Privacy: Licensor reserves the right to collect and analyze data relating to Licensee's use of the Rosetta Stone Product via an online subscription. Licensor uses this data to improve the Rosetta Stone Product, for marketing research, to make promotional offers from Licensor and to assess Licensee's compliance with the terms and conditions of this License. For information on Licensor's privacy policy please refer to ANNEX 1.

5. ROSETTA STONE PRODUCT UPDATES AND UPGRADES:

A. ONLINE LICENSEES:

Licensor reserves the right, but is not obligated, to automatically update the Rosetta Stone Product. By installing or using the Rosetta Stone Product, Licensee agrees to automatically receive updates.

B. STANDALONE LICENSEES:

Some versions of the Rosetta Stone Product include a component to download updates and upgrades (collectively referred as "Updates"). Licensor may, from time to time, provide Licensee with Updates, and Licensor reserves the right to provide such Updates for a fee. Licensee must have a license from Licensor to use the previous version of the Rosetta Stone Product. Upon installation of the Update, Licensee may continue to use the previous version provided that the Update and the previous version are installed on the same computers, subject to the limitations set forth in Section 2 hereof. Licensee may refuse to accept an Update. However, upon release of an Update, Licensor may have no further obligation to support the previous version of the Rosetta Stone Product. If the Licensee has purchased a version that does not include a component to download Updates or if Licensee does not have internet access, it is Licensee's responsibility to contact Licensor to request assistance with such Updates.

6. TRANSFER: Licensee may not, and may not permit others to, directly or indirectly sell, rent, lease, loan, timeshare, or sublicense the Rosetta Stone Product. The transmission of Licensee's user name, password or Activation ID to allow any person other than Licensee to use Rosetta Stone Product is expressly forbidden and failure to comply with this prohibition may result in the suspension or termination of the right to continue to use the Rosetta Stone Product or receive support.

7. LIMITATIONS ON USE: Licensee agrees not to, and not to permit others to, directly or indirectly (a) reverse assemble, reverse compile, or otherwise reverse engineer or attempt to derive the source code of all or any part of the Software, (b) copy, modify, translate, alter, change, or collect information that can be used to create derivative works of all or any part of the Rosetta Stone Product, (c) download, copy or

collect information that could be used to copy all or any part of the Rosetta Stone Product, or access or use all or any part of the Rosetta Stone Product for any purpose other than for language learning purposes except as and only to the extent expressly permitted by applicable law, notwithstanding this limitation or expressly authorized in writing by Licensor. Any such information supplied by Licensor, and any information obtained by Licensee by any such expressly permitted decompilation may only be used by Licensee for the purpose expressly authorized by Licensor and may not be disclosed to any third party or used to create any software that is substantially similar to the Software. If Licensee's subscription, invoice, pack slip or any other documentation from Licensor specifies a maximum number of authorized end users or concurrent users that may access the Rosetta Stone Product, Licensee agrees not to exceed such maximum number without the prior written approval of Licensor.

8. OWNERSHIP OF INTELLECTUAL PROPERTY: Licensor reserves all rights in the Rosetta Stone Product not expressly granted to Licensee in this License. Licensee acknowledges and agrees that Licensor or its third-party licensors own all rights, title and interest in and to the Rosetta Stone Product (including all software, code, interfaces, text, photographs, graphics, animation, applets, music, video and audio incorporated therein and any related user guides and documentation), the trademark Rosetta Stone, the URLs, and other marks related to Licensor's products and URLs such as rosettastone.com and the trade dress, and look and feel of the Rosetta Stone Product, all of which are covered by various protections including, without limitation, copyright, trademark, and trade secrecy law. If Licensee suggests new features or functionality that Licensor, in its sole discretion, adopts for the Rosetta Stone Product, such new features or functionality will be the sole and exclusive property of Licensor and any and all claims of Licensee as to the same are hereby waived and released. Licensor reserves the right, in its sole discretion and without incurring any liability to Licensee, to update, improve, replace, modify or alter the specifications for and functionality of all or any part of the Rosetta Stone Product from time to time.

9. SUPPORT: Licensor offers support for the Software for those of its customers who have completed the online registration process. Licensor reserves the right to change its support policy (and to discontinue support for any Software product) at any time and without notification to Licensee. Licensee's use of Licensor's customer support is governed by the hours of operation, billing rates and other terms and conditions set forth at Licensor's website. Licensor reserves the right to make changes to the support policy at any time, and will post those changes on the support pages on Licensor's website.

10. LIMITED WARRANTY, DISCLAIMERS, AND LIABILITY LIMITATIONS:

A. LIMITED WARRANTY AND DISCLAIMER: Licensor warrants that the Rosetta Stone Product will perform substantially in accordance with the descriptions and specifications in the documentation accompanying such Rosetta Stone Product for a period of ninety (90) days after license of the Rosetta Stone Product under normal use. Notwithstanding anything to the contrary, Licensor makes no representation or warranty with respect to any third party software, and undertakes no obligations with respect to any third party software.

B. DISCLAIMER OF WARRANTIES: OTHER THAN AS STATED IN THIS SECTION 10. A. ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, NEITHER LICENSOR NOR ITS THIRD PARTY LICENSORS MAKE ANY OTHER WARRANTIES OR PROMISES, WHETHER EXPRESS OR IMPLIED, OR BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ABOUT THE ROSETTA STONE PRODUCT, THE EMBEDDED SOFTWARE OR ANY SERVICES PROVIDED HEREUNDER, AND PROVIDE THE ROSETTA STONE PRODUCT AND SUPPORT SERVICES (IF ANY) "AS-IS" WITH ALL FAULTS AND THE ENTIRE RISK AS TO THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF SUCH ROSETTA STONE PRODUCT (IF ANY) SHALL BE WITH LICENSEE. THERE IS NO REPRESENTATION OR WARRANTY HEREIN AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OR AGAINST INFRINGEMENT. LICENSOR AND ITS THIRD PARTY LICENSORS DISCLAIM ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE ROSETTA STONE PRODUCT, THIRD PARTY SOFTWARE AND ANY SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR THAT LICENSEE'S USE OF THE ROSETTA STONE PRODUCT WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE. LICENSEE ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ARE MADE BY ANY THIRD PARTY LICENSORS HEREIN.

C. LIMITATIONS OF LIABILITY: IN NO EVENT WILL LICENSOR OR ITS THIRD PARTY LICENSORS OR ANY OTHER PERSON OR ENTITY BE LIABLE TO LICENSEE FOR (a) ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING ANY LOSSES RELATING TO LICENSEE, OR LICENSEE'S BUSINESS, SUCH AS LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST SAVINGS, EVEN IF LICENSOR OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIM BY ANY THIRD PARTY. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY. IF LICENSEE COULD HAVE AVOIDED DAMAGES BY TAKING REASONABLE CARE, NEITHER LICENSOR NOR ITS THIRD PARTY LICENSORS WILL BE LIABLE FOR SUCH LOSSES. IN NO EVENT SHALL LICENSOR OR ITS THIRD PARTY LICENSORS' TOTAL LIABILITY FOR ALL DAMAGES (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE ROSETTA STONE PRODUCT.

D. STATUTORY CONSUMER RIGHTS: NOTHING IN THIS LICENSE SHALL AFFECT THE STATUTORY RIGHTS, IF ANY, DETERMINED TO BE APPLICABLE TO ANY PARTY DEALING AS A CONSUMER.

E. FRAUD, DEATH, OR PERSONAL INJURY: NOTHING IN THIS LICENSE LIMITS LICENSOR'S LIABILITY FOR FRAUD, DEATH, OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF LICENSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS.

F. COOLING-OFF/REVOCAION PERIODS: LICENSEE SHALL NOT HAVE THE RIGHT TO CANCEL THIS LICENSE DURING ANY APPLICABLE COOLING-OFF/REVOCAION PERIOD UNLESS THE LAWS OF THE JURISDICTION APPLICABLE TO LICENSEE EXPRESSLY REQUIRE SUCH A COOLING OFF/REVOCAION PERIOD TO BE PROVIDED TO LICENSEE.

11. EXCLUSIVE REMEDIES: ANY LIABILITY OF LICENSOR FOR A DEFECTIVE COPY OF THE ROSETTA STONE PRODUCT WILL BE LIMITED EXCLUSIVELY TO REPLACEMENT OF LICENSEE'S COPY OF THE ROSETTA STONE PRODUCT WITH ANOTHER COPY, FREE OF CHARGE. THE FOREGOING REMEDY IS NOT INTENDED TO DEPRIVE LICENSEE OF ANY APPLICABLE MANDATORY PROTECTIONS THAT MAY APPLY TO THIS LICENSE BY OPERATION OF LAW.

12. TERMINATION AND SURVIVAL:

A. This License is effective until terminated. By accepting this License, Licensee authorizes Licensor to immediately terminate Licensee's rights, without notice, under this License, including access to the Rosetta Stone Product, if Licensee fails to comply with any terms of this License. Restrictions imposed by Licensor for a breach of this License include, but are not restricted to:

- (i) Terminating the IP address of a non-compliant workstation;
- (ii) Terminating account access to the Rosetta Stone Product.

B. Upon receipt of notice of termination of this License, Licensee must immediately cease all use and delete all copies of the Rosetta Stone Product. Licensor may require Licensee to certify in writing that Licensee has complied with this requirement. The provisions of Sections 8, 10, 11, 12, 13, 14 and 15 shall survive the termination of this License for any reason, but this sentence shall not imply or create any continued right to use Rosetta Stone Products after termination of this License.

13. GOVERNING LAW AND FORUM:

A. This License will be governed in all respects, by and construed in accordance with the laws of the Commonwealth of Virginia, USA, without reference to its principles relating to conflicts of law. Licensor and Licensee agree that any action arising out of or related to this License must be brought exclusively in a US state or Federal court in the Commonwealth of Virginia. Licensor and Licensee consent to the personal jurisdiction of the Commonwealth of Virginia and acknowledge that venue is proper in any US state or Federal court in the Commonwealth of Virginia. Licensee and Licensor each waive any objection it has or may have in the future with respect to the foregoing.

B. If the laws of Virginia are expressly determined not to be applicable to this License by a court of competent jurisdiction, then the applicable law will be the law of the jurisdiction of where the Licensee purchased the product and the jurisdiction of such court shall be non-exclusive.

C. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

D. 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.

14. ENTIRE AGREEMENT, TRANSLATION, ASSIGNMENT:

A. Except as expressly provided herein, this License 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 License, 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 License shall prevail.

C. Licensor may assign this License, in whole or in part, at any time with or without notice to Licensee. Licensee may not assign, delegate or otherwise transfer this License, or assign, transfer or sublicense any rights in the Rosetta Stone Product.

15. SEVERABILITY: All provisions of this License apply to the maximum extent permitted by applicable law. If any part of this License 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 License will continue in effect.

16. EXPORT: Licensee acknowledges that the Rosetta Stone Products are subject to U.S. export jurisdiction. Licensee agrees to comply with all applicable international and national laws that apply to the Rosetta Stone Product, including the U.S. Export Administration Regulations and Office of Foreign Assets Control Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

17. FORCE MAJEURE: No failure or omission by either party to carry out or observe any of the terms and conditions of this License (other than payment obligations) shall give rise to any claim against such party or be deemed a breach of this License if such failure or omission arises from an act of God or any other force majeure, an act of any government, or any other cause beyond the reasonable control of the affected party.

18. WAIVER: Failure by either Licensee or Licensor to insist upon strict compliance with any of the terms, covenants, or conditions of this License shall not be deemed a waiver of that term, covenant, or

condition or of any other term, covenant, or condition of this License. Any waiver of 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.

19. FURTHER INFORMATION: If Licensee has any questions regarding this License or if Licensee wishes to request any information from Licensor please use the contact information listed in ANNEX 1, for the Licensor's office serving Licensee's jurisdiction.

ANNEX 1 TO GLOBAL END USER LICENSE AGREEMENT

Licensee Information for Contacting Licensor, Product Support Information, Privacy Policy, and, System Requirements.

UNITED STATES

Contact Information

135 W. Market St. Harrisonburg, VA 22801

support@rosettastone.com

<http://www.rosettastone.com>

Product Support Information

<http://www.rosettastone.com/global/support>

Privacy Policy:

<http://www.rosettastone.com/global/privacy>

System Requirements

<http://www.rosettastone.com/global/support/system-requirements>

UNITED STATES (SPANISH)

Contact Information

135 W. Market St. Harrisonburg, VA 22801

espanolsupport@rosettastone.com

<http://espanol.rosettastone.com>

Product Support Information

<http://espanol.rosettastone.com/global/support>

Privacy Policy:

<http://espanol.rosettastone.com/global/privacy>

System Requirements

<http://espanol.rosettastone.com/global/support/system-requirements>

UNITED KINGDOM

Contact Information

378 Clapham Road, London SW9 9AR United Kingdom

<http://www.rosettastone.co.uk>

cs@rosettastone.co.uk

Product Support Information

<http://www.rosettastone.co.uk/global/support/>

Privacy Policy

<http://www.rosettastone.co.uk/global/privacy>

System Requirements

<http://www.rosettastone.co.uk/global/support/system-requirements>

GERMANY

Contact Information

Theresie, Franziska-Bilek-Weg, 80339 Munich

<http://www.rosettastone.de>

cs.de@rosettastone.de

Product Support Information

<http://www.rosettastone.de/global/hilfe>

Privacy Policy

<http://www.rosettastone.de/global/datenschutzrichtlinie>

System Requirements

<http://www.rosettastone.de/global/hilfe/system-anforderungen>

FRANCE

Contact Information

378 Clapham Road, London SW9 9AR United Kingdom

<http://www.rosettastone.fr>

cs.fr@rosettastone.fr

Product Support Information

<http://www.rosettastone.fr/global/support/>

Privacy Policy

http://www.rosettastone.fr/us_assets/documentation/France_Privacy_Policy.pdf

System Requirements

<http://www.rosettastone.fr/global/support/system-requirements>

ITALY

Contact Information

378 Clapham Road, London SW9 9AR United Kingdom

<http://www.rosettastone.it>

cs.it@rosettastone.it

Product Support Information

<http://www.rosettastone.it/global/support/>

Privacy Policy

http://www.rosettastone.it/us_assets/documentation/Italy_Privacy_Policy.pdf

System Requirements

<http://www.rosettastone.it/global/support/system-requirements>

SPAIN

Contact Information

378 Clapham Road, London SW9 9AR United Kingdom

<http://www.therolettastone.es>

cs.es@therolettastone.es

Product Support Information

<http://www.therolettastone.es/global/support/>

Privacy Policy

http://www.therolettastone.es/us_assets/documentation/Spain_Privacy_Policy.pdf

System Requirements

<http://www.therolettastone.es/global/support/system-requirements>

JAPAN

Contact Information

Jingumae M-SQUARE, 1-4-16, Jingumae, Shibuya-ku, 150-0001 Tokyo, Japan

<http://www.rosettastone.co.jp>

info@rosettaworld.co.jp

Product Support Information

<http://www.rosettastone.co.jp/support/>

Privacy Policy

<http://www.rosettastone.co.jp/about/privacy-policy/>

System Requirements

<http://www.rosettastone.co.jp/support/system-requirements>

KOREA

Contact Information

14F Jace Tower, Yeoksam 1-Dong, Gangnam-Gu, Seoul, Republic of Korea, 135-935

<http://www.rosettastone.co.kr>

info@rosettaworld.co.kr

Product Support Information

<http://rosettastone.co.kr/customer/list.php?code=qna>

Privacy Policy

<http://www.rosettastone.co.kr/PrivacyPolicy/>

System Requirements

<http://rosettastone.co.kr/rosetta/roset09.htm>

For Licensees not in one of the above listed countries, Licensee may contact the location closest to Licensee, or the location where Licensee purchased the product.