

GENERAL SERVICES ADMINISTRATION

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov.

**CONSOLIDATED CONTRACT
FSC Groups 7030, R608
FSC Classes C7030, CR608**

Contract Number

GS-00F-0005S

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Period Covered by Contract

November 29, 2010 through November 28, 2015

Rosetta Stone Ltd.

135 West Market Street
Harrisonburg, VA 22801

T: 800.788.0822

F: 540.432.0953

www.rosettastone.com

Business Size: Other Than Small

CUSTOMER INFORMATION

1a.

AWARDED GSA SCHEDULE CONTRACT PRICING ROSETTA STONE® LANGUAGE LEARNING SOFTWARE

Available in 30 Languages

Level 1:

Arabic, Chinese (Mandarin), Danish, Dutch, English (US), English (UK), Farsi (Persian), French, German, Greek, Hebrew, Hindi, Indonesian, Italian, Japanese, Korean, Latin, Pashto, Polish, Portuguese (Brazilian), Russian, Spanish (Latin America), Spanish (Spain), Swahili, Swedish, Tagalog, Thai, Turkish, Vietnamese, Welsh

Level 2:

Arabic, Chinese (Mandarin), Dutch, English (US), English (UK), Farsi (Persian), French, German, Greek, Italian, Japanese, Portuguese (Brazilian), Russian, Spanish (Latin America), Spanish (Spain)

Level 3

(CD ROM and Network only):
English (US), Spanish (Latin America)

Product Name / Product Number	Product Description	Unit of Measure	SIN	GSA Price
Rosetta Stone Shared Use License (Classroom Edition)				
CD ROM (Stand Alone)	Level I or II Any Language 1-9 units (price per unit)	per unit	CR608	\$196.47
CD ROM (Stand Alone)	Level I or II Any Language 10-49 units (price per unit)	per unit	CR608	\$181.36
CD ROM (Stand Alone)	Level I or II Any Language 50+ units (price per unit)	per unit	CR608	\$157.18
Rosetta Stone Network Edition – Nodelocked				
-Under this configuration Rosetta Stone is licensed and installed on specific machines.				
-Ideal for a language lab or learning center.				
-Each license is offered per level per language				
NEN-PS-10	Network Edition (Nodelocked) per station price for up to 10 station licenses	per station	C 7030	\$151.13
NEN-PS-20-1	Network Edition (Nodelocked) per station price for up to 20 station licenses single language and level	per station	C 7030	\$151.13
NEN-PS-100	Network Edition (Nodelocked) per station price for up to 100 station licenses	per station	C 7030	\$110.83
NEN-PS-500	Network Edition (Nodelocked) per station price for up to 500 station licenses	per station	C 7030	\$85.64
NEN-PS-1,000	Network Edition (Nodelocked) per station price for up to 1,000 station licenses	per station	C 7030	\$65.49
Rosetta Stone Online Language Learning Center (OLLC)				
-Under this configuration Rosetta Stone is licensed per active user via a web-based OLLC. Each Ordering Activity is provided a unique OLLC -Each license is offered per active user per language -Each language is provided in all available levels				
OLLC-1-50	OLLC for 1-50 active users	per active user	C 7030	\$146.10
OLLC-51-100	OLLC for 51-100 active users	per active user	C 7030	\$125.94
OLLC-101-500	OLLC for 101-500 active users	per active user	C 7030	\$100.76
OLLC-501-1,000	OLLC for 501-1,000 active users	per active user	C 7030	\$75.57
OLLC-1,000+	OLLC for 1,000+ active users	per active user	C 7030	\$60.45

1b. SIN CR608 - CD-ROM (Stand Alone) Level I or II Any Language 50+ units - \$157.18 per unit
SIN C7030 – OLLC-1,000+ - OLLC for 1,000+ active users - \$60.45 per active user

2. Maximum Order: SIN CR608 - \$1,000,000
SIN C 7030 - \$500,000

3. Minimum Order:

The minimum dollar value for orders is \$100.00.

4. Geographic Coverage (Delivery Area):

The geographic scope of this contract is the 48 contiguous states, Alaska, Hawaii, the Commonwealth of Puerto Rico, Washington, DC and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. Point of Production (city, county and State or foreign country):

Harrisonburg, Rockingham County, Virginia

6. Discounts from List Price or Statement of Net Price:

Prices shown in this schedule are net, all discounts included.

7. Quantity Discounts:

None

8. Prompt Payment Terms:

None

9a. Government Purchase Cards (at or below the micro-purchase threshold):

Government purchase cards will be accepted for payment up to the micro-purchase threshold.

9b. Government Purchase Cards (above the micro-purchase threshold):

Government purchase cards will be accepted for payment above the micro-purchase threshold.

10. Foreign Items:

None

11a. Time of Delivery:

10 days

11b. Expedited Delivery:

All products are eligible for expedited delivery.

11c. Overnight and 2-day Delivery:

Overnight and 2-day delivery are available. Schedule customer may contact Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements:

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of and ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. Points:

Destination

13a. Ordering Address:

Rosetta Stone Ltd.
135 W. Market Street
Harrisonburg, VA 22801

13b. Ordering Procedures:

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address:

Remit Check To:
Rosetta Stone Ltd.
Dept CH 17714
Palatine, IL 60055-7714
United States

Electronic Payment To:
Rosetta Stone Ltd.
HSBC Bank
ABA: 021001088
Account: 389050571

15. Warranty Provision:

Notwithstanding Contractor's below standard commercial Product Warranty, the Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

A. LIMITED WARRANTY AND DISCLAIMER: Contractor 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, Contractor 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 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, NEITHER CONTRACTOR 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 SCHEDULE CUSTOMER ("LICENSEE"). THERE IS NO REPRESENTATION OR WARRANTY HEREIN AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OR AGAINST INFRINGEMENT. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR NOR ITS THIRD PARTY LICENSORS WILL BE LIABLE FOR SUCH LOSSES. IN NO EVENT SHALL CONTRACTOR 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.

16. Export Packing Charges:

Not Applicable

17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase level):

Not Applicable

18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable):

Not Applicable

19. Terms and Conditions of Installation (if applicable):

Not Applicable

20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (if applicable):

Not Applicable

20a. Terms and Conditions for Any Other Services (if applicable):

Not Applicable

21. List of Service and Distribution Points (if applicable):

None

22. List of Participating Dealers (if applicable):

Not Applicable

23. Preventative Maintenance (if applicable):

Not Applicable

24a. Special Attributes Such as Environmental Attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):

None

24b. Section 508 Compliance Information:

Not Applicable

25. Data Universal Number System (DUNS) Number:

79-928-0128

26. Notification Regarding Registrations in Central Contractor Registration (CCR) Database:

Rosetta Stone Ltd. is registered in the CCR database – Cage Code 1FVN5.