ENTERPRISE LICENSE AGREEMENT

This Enterprise License Agreement ("Agreement") is a contract between Rosetta Stone ("Licensor") and the enterprise end user licensee organization listed as the "Customer" (for purposes hereof, "Licensee") on the print or online order form or other order documentation provided by Licensor or an authorized Licensor selling entity (the "Order Form"), which incorporates by reference this Agreement and, together with the Order Form, 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.

For good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS:

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

"Enterprise Administrators" shall mean the Authorized End Users designated by the Licensee to act as administrators for Licensee, with responsibility on behalf of Licensee for overseeing and managing the access of Authorized End Users to the Product. Licensee shall provide Licensor with the names of such Enterprise Administrators.

"Password" means, collectively, the user ID, default password assigned to an Authorized End User and/or any personalized password created by such Authorized End User (if this option is available).

"Rosetta Stone" means Rosetta Stone LLC and/or any of its subsidiaries or affiliates as set out in the Order Form.

"Product" means the language learning or assessing product(s), applications, materials and/or services offered under the ROSETTA STONE® or other Rosetta Stone-owned brand as specified in the Order Form, to include, without limitation, Rosetta Stone online subscription Products, all of which are offered and provisioned by Licensor as SaaS-based subscriptions in a multi-tenant, shared database architecture, where individualized client-dedicated infrastructure and/or processing is not part of the Product or services offering, as well as any software (inclusive of any Rosetta Stone language learning or assessing and language learning or assessing management software, and any third party software), companion materials, password-protected access to a Licensor website and/or application (the "Website"), and any related products, materials, training, services, and documentation (together with any updates to, or new releases of, the foregoing that are made available to Licensee by Licensor) licensed under the applicable Order Form and pursuant to this Agreement.

IMPORTANT NOTICE -- Please Review Carefully

BY PLACING AN ORDER WITH LICENSOR, CLICKING THE "SUBMIT" BUTTON OF A LICENSOR WEBSITE, INSTALLING OR OTHERWISE USING THE PRODUCT, OR PAYING A ROSETTA STONE INVOICE, LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE AND THE APPLICABLE ROSETTA STONE ORDER FORM, WHICH HAVE BEEN MADE AVAILABLE TO THE LICENSEE FOR REVIEW, AND SHALL BE DEEMED TO HAVE ACCEPTED THIS LEGAL AGREEMENT IN FULL. YOU, THE INDIVIDUAL COMPLETING THE ORDER FOR, OR INSTALLATION OF, OR PAYMENT FOR, OR COMMENCING THE USE OF, THE PRODUCT ON BEHALF OF LICENSEE, REPRESENT AND WARRANT THAT YOU ARE A REPRESENTATIVE OF LICENSEE WITH AUTHORIZATION TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE.

THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES (SEE SECTIONS 9.A. AND 9.B. BELOW) AND LIMITATIONS OF LIABILITY (SEE SECTION 9.C. BELOW). THESE PROVISIONS ARE AN ESSENTIAL PART OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO THESE PROVISIONS OR ANY OF THE OTHER TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS OR USE THE PRODUCT.

2. PURPOSE: Licensor has developed the Product that is marketed under its ROSETTA STONE or other Rosetta Stone-owned brand, and makes the functionality of the Product available to its enterprise licensees and their Authorized End Users remotely in the following ways: (a) by means of password-protected access to the Website, or (b) by means of Licensee's electronic learning management system which provides the software-based infrastructure to enable the access and delivery of Licensor's enterprise-wide learning activities ("LMS").

3. LICENSE, INSTALLATION AND USE:

A. License: The Product is licensed, not sold. If Licensee accepts this Agreement, Licensor grants Licensee a limited, revocable, nonexclusive license to access and use the Product licenses and/or receive materials and services as identified and for the duration of the subscription services period in the applicable Order Form, subject to the payment obligations and the terms and conditions set forth in such applicable Order Form and herein. For purposes of the preceding sentence, "use" of the Product means access by an Authorized End User to the functionality of the Product by means of password-protected access to a Rosetta Stone Website, or, to the extent supported, via Licensee's LMS, SSO or via such other arrangement or media expressly agreed to by Rosetta Stone in the applicable Order Form, for language learning or assessing purposes only.

B. Rosetta Stone Online Product: The license granted pursuant to this Agreement and applicable Order Form for Rosetta Stone's SaaS-based online solutions grants Licensee and its Authorized End Users the right to access the applicable Product according to the terms of the applicable Order Form as follows:

> i. Licenses: The specific license term and any maximum number of Authorized End Users of the Product shall be as specified on the applicable Order Form. As applicable, each Authorized End User may be required to specify his or her unique user name or identifier when first accessing the Product in the context of the specified license, and will then become a single Authorized End User for purposes of the above. Information regarding the counting mechanism may be accessible by the Licensee from a Rosetta Stone online administrative portal, or may be obtained from Rosetta Stone Customer Support.
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> ii. Internet & Systems Requirements: Continuous Internet access, connectivity, and certain minimum systems and technical requirements are required to access and use the Product; these are not provided by Licensor and are the sole responsibility of Licensee and/or its Authorized End Users. Information regarding minimum systems and technical requirements for the Product may be obtained by Licensee from the Rosetta Stone website or Rosetta Stone Customer Support.
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> iii. Terms of Use: Use of Products is subject to the Authorized End User's acceptance of the standard Terms of Use and Interactive Privacy Policy, available at www.rosettastone.com/agreements. (Not applicable for Rosetta Stone Educational Products to K-12 Educational Licensee Customers.)

4. SECURITY AND PASSWORDS:

A. Authorized End Users: Where applicable, Licensor will provide Licensee with a username and/or password for each Authorized End User. At the initial login, each Authorized End User will be given the option to change the default password provided by Licensor to a personalized password that will enable such Authorized End User to access the Product in accordance with this Agreement. If Licensee is a Rosetta Stone Online User, the transmission of any Authorized End User's name or password to allow any other person to use Rosetta Stone Online is expressly prohibited.

B. Enterprise Administrators: Licensee will designate at least one Licensee Authorized End User to act as Enterprise Administrator for the licenses. The Enterprise Administrator will be granted administrator privileges for the Licensee's account, enabling the Enterprise Administrator to assign, disable and otherwise administer all other Authorized User access. Licensee represents, warrants and agrees that each Enterprise Administrator shall have authority, on behalf of Licensee, to perform his or her duties, and

shall serve as primary point of contact to and direct and instruct Licensor with respect to Product and service operations to Licensee and its Authorized End Users. Personal information of Licensee Enterprise Administrators may be used for purposes of communicating to the Enterprise Administrators information relating to Rosetta Stone's business and services (e.g., account activity reminders, activities to support Product usage and engagement by users, downtime, new product or feature notifications, technical and other support services, etc.). If, during the term of the services under the applicable Order Form, a then-current Enterprise Administrator ceases to be an active employee of Licensee or ceases to serve as an Enterprise Administrator, and if there are no remaining Enterprise Administrators, Licensee shall promptly appoint another Authorized End User as an Enterprise Administrator. When an Enterprise Administrator accesses the Product using his or her Password, the Product shall provide the Enterprise Administrator with certain administrative capabilities with respect to Licensee's use of the Product that other Authorized End Users will not have, including the ability to cancel Password access and thereby deny access to the Product through use of such Password. Using such functionality provided by the Product, Licensee agrees that the Enterprise Administrator shall promptly deactivate and cancel Password access of any Authorized End User who (i) ceases to be employed by Licensee, (ii) Licensee no longer wishes to have access to the Product, or (iii) Licensee knows or reasonably believes is causing or may cause Licensee to breach any provision of this Agreement or is in any way mishandling Passwords or access. Licensee shall notify Licensor at the time a password access is deactivated or canceled for any of the reasons specified in clauses (i) through (iii) above.

C. Passwords: Licensor shall have the right to replace Passwords with new Passwords during the term of this Agreement. Further, if Licensor reasonably believes that an Authorized End User is causing Licensee to breach this Agreement or is in any way mishandling a Password or using the Product in violation of this Agreement, then Licensor may, at its sole discretion, suspend the use of such Authorized End User's Password indefinitely without providing a replacement for such Authorized End User, in addition to any other rights or remedies provided under this Agreement or under law. All use of Passwords assigned to Licensee and its Authorized End Users shall be at Licensee's sole responsibility and risk. Licensee shall not, and shall cause its Authorized End Users not to, disclose, transfer or disseminate any Password to any third party. Licensee shall take such actions as may be necessary to maintain the confidentiality of and to prevent the unauthorized use of each Password, and shall immediately notify Licensor in the event of a breach of security. Licensee and its Authorized End User shall, at its option and where applicable, reset its passwords following receipt of initial login credentials.

D. Responsibility: Notwithstanding any provision of this Agreement, Licensee agrees that it shall be responsible and liable for any costs or expenses arising from or related to, any misuse of Passwords or any Product, or other breach of the restrictions or conditions contained in this Agreement, by Licensee's Authorized End Users or other personnel.

5. TRANSFER: Licensee may not, and may not permit others to, directly or indirectly, sell, rent, lease, loan, timeshare or sublicense the Product.

6. 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 Product (b) copy, modify, translate, alter, change or collect information that can be used to create derivative works of all or any part of the Product, (c) download, copy or collect information that could be used to copy all or any part of the Product, or (d) access or use all or any part of the Product for any purpose other than for language learning or assessing 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 de-compilation 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 Product. If the applicable Order Form or invoice specifies a maximum number of Authorized End Users or concurrent users that may access the Product, Licensee agrees not to exceed such maximum number without the prior written approval of Licensor. Licensee agrees, upon request by Licensor, to exchange its current version of the Product for an updated version and to discontinue use of the version that was replaced.

7. OWNERSHIP OF INTELLECTUAL PROPERTY: Licensor reserves all rights in the Product not expressly granted to Licensee in this Agreement. Licensee acknowledges and agrees that Licensor or its third-party licensors own all right, title and interest in and to the Product (including, without limitation, 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 and other marks owned by Licensor and/or related to the Products, URLs that incorporate all or any portion of any Rosetta Stone marks, and the trade dress, and look and feel of the 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 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 Product from time to time.

White Label License. In the event that Licensee provides any logos, trademarks, service marks, or other intellectual property (collectively, the "Licensee's Marks") in connection with Licensee's request for any customized white label or branding to the Services if available, Licensee hereby grants Licensor a non-exclusive, worldwide, royalty-free license to use, copy, transmit, store, and display Licensee's Marks as required to provide or perform the Services. Licensee represents and warrants that any Licensee's Marks provided to Licensor for use in the Services will not infringe or constitute a misappropriation of any right of any third party, including any copyrights, mask work rights, patent rights, trademark rights, trade secret rights or confidentiality rights.

8. SUPPORT: Licensor offers support to Licensees of the Product in accordance with its published support policies. Hours of support may vary for certain products and territories. The hours of operation and means of accessing Licensor's customer support are available at the following web address: https://support.rosettastone.com, or may be obtained from Rosetta Stone Customer Support. Licensor reserves the right to make changes to these customer support provisions at any time and will post any such changes on the support page.

9. LIMITED WARRANTY, DISCLAIMERS, AND LIABILITY LIMITATIONS:

A. Limited Warranty and Disclaimer:

i. General: Licensor represents and warrants to Licensee that: (a) its facilities, personnel, experience, and expertise are sufficient to provision and perform the Product and services as described in any executed Order Form; (b) it will perform the services in a professional and workmanlike manner, conforming materially to industry standards and practices; (c) it will use industry-standard and commercially-reasonable organizational and technical safeguards to protect Licensee Data; and (d) there is no pending or threatened litigation that would prevent Licensor from providing service to Licensee under this Agreement.

ii. Hosted Products: Licensor warrants that the online hosted Products will perform substantially in accordance with the descriptions and specifications applicable to such Product for the Subscription Period (as defined in the Order Form) of the relevant Product license (the "Hosted Product Warranty Period") 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. Licensor's sole liability and Licensee's sole remedy for breach of the foregoing Product warranty during the Hosted Product Warranty Period will be, at Licensor's option, the repair or replacement of the Product, or a refund of the prepaid subscription fees received by Licensor from Licensee for the unused portion of the Product subscription licenses under the applicable Order Form(s) from the date written notice of deficiency was received from the Licensee by Licensor.

B. DISCLAIMER OF WARRANTIES: OTHER THAN AS STATED IN SECTION 9(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 SOFTWARE, THE EMBEDDED SOFTWARE OR ANY SERVICES PROVIDED HEREUNDER, AND PROVIDE THE

SOFTWARE 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 SOFTWARE (IF ANY) SHALL BE WITH THE 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 SOFTWARE, 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, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR THAT LICENSEE’S USE OF THE SOFTWARE 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. Licensee Assurance. Licensee warrants to Licensor that it has all rights, licenses and permissions necessary to enter into this Agreement; that its provision of Licensee Data (as defined herein) to Licensor and its instructions to Licensor related to the processing of such Licensee Data shall at all times be in compliance with all applicable laws, including applicable data protection laws, in particular with any notice and/or consent requirements.

D. Limitations of Liability: In no event will a party or Licensor’s third party licensors or any other person or entity be liable to the other party for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. 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 actual direct damages, if any, whether arising in contract, tort (including negligence), or otherwise, exceed the cumulative payments actually received by Licensor from Licensee pursuant to this Agreement. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, ROSETTA STONE'S, ROSETTA STONE'S LICENSORS' AND ROSETTA STONE’S AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

10. TERMINATION AND SURVIVAL:

A. This Agreement is effective for the term of the Order Form and all Subscription Periods or any applicable renewal terms thereunder. By accepting this Agreement, Licensee authorizes Licensor to immediately terminate Licensee’s rights under this Agreement, including access to the Product, if Licensee fails to comply materially with any terms of this Agreement, including the specific terms stated on the applicable Order Form. Restrictions imposed by Licensor for a breach of this Agreement may include, but are not restricted to:

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

B. Either party may terminate this Agreement and any Order Form for cause in the event of any of the following by the other party:

i. a failure to fulfill or perform any material duties or obligations pursuant to this Agreement, provided that the non-breaching party provides written notice outlining the other party’s deficiency and such party fails to take steps reasonably acceptable to the non-breaching party to remedy any such deficiency within thirty (30) days of its receipt of such written deficiency notice; or

ii. if a party is the subject of a voluntary bankruptcy, insolvency or similar proceeding, suffers or permits the appointment of a receiver for its business or assets, or makes a general assignment for the benefit of creditors.

C. Upon termination of this Agreement, Licensee shall cease all use of the Product. Personally identifiable data of Licensee's Authorized End Users ("Licensee Data") is available for export by Licensee's designated Enterprise Administrator(s) at any time during the applicable Product Subscription Period through self-service reporting tools available in the Product. In addition, Licensor will make such Licensee Data available for export by Licensee upon written request made within thirty (30) days of termination or expiration of the services under the Order Agreement. Unless otherwise agreed to by Licensor and Licensee in writing in the Order Form for the applicable Product or service, after such thirty (30) day period, Licensor shall have no obligation to maintain or provide any Licensee Data and may, unless legally prohibited, securely remove and delete or otherwise render unreadable or indecipherable Licensee Data in its possession or control in accordance with Licensor's then-current data removal schedule and protocols with no liability to Licensee. Upon completion of such removal and upon written request, Licensor will provide written confirmation to Licensee that such Licensee Data has been disposed of in accordance with the foregoing.

D. The provisions of Sections 4, 5, 6, 7, 9, 10, 17, 22, and any other obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of this Agreement shall survive and remain in effect, but this shall not imply or create any continued right to use the Product after termination of this Agreement.

11. FEES AND PAYMENTS: Licensee agrees to pay Licensor the fees set forth on the Order Form for the Product (the "Fees"). Licensor shall invoice Licensee for the total amount stated on each Order Form. Unless otherwise specified in the Order Form, all invoiced amounts shall be due and payable within thirty (30) days of date of invoice. Licensee may pay any Fees by wire transfer, ACH, credit card (up to $5,000 USD), and/or check (within the United States). Licensor reserves the right to alter the acceptable payment methods in its reasonable discretion, and/or require automatic credit card or ACH payment upon written notice to Licensee. 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. For automatically renewing Order Forms, the Fees for each Renewal Term may reflect an increase in pricing to the then current rates offered by Licensor; provided that Licensor shall notify Licensee of a price change at least thirty (30) days before the end of the then-current term.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 and one half 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.

12. GOVERNING LAW AND FORUM:

A. This Agreement and each Order Form, and the legal relationship between the Licensor and Licensee hereunder, will be governed in all respects, by and construed in accordance with the internal substantive laws of the State of California, USA, without respect to its conflict of laws principles. In addition, each party agrees that any action arising out of or related to this Agreement must be brought exclusively in a state or Federal court located in San Mateo County, California, USA , and Licensee waives any objection it has or may have in the future with respect to the foregoing, ***provided however***, that if Licensee is a U.S. public school or school district, or an agency or department of the U.S. federal or any state government, then any claims or disputes between the parties related to this Agreement shall be governed by the laws of the state identified in Licensee's address as set forth in the applicable Order Form, and all actions shall be brought in the appropriate state or federal courts located in such state.

B. Notwithstanding Section 12(A) above, if the Licensor address specified on the Order Form is in Canada, this Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable thereto, excluding those provisions relating to

conflicts of laws. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario or the Federal Court of Canada sitting in that province.

C. 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.

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 sole discretion 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 in the Order Form 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 deemed to have been received by the addressee on the fifth business day following the mailing of sending thereof. Notices sent by facsimile shall be conclusively deemed to have been received when the delivery confirmation is received. If either party wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to the other party.

17. CONFIDENTIALITY:

A. Obligations. Each party agrees to hold Confidential Information in confidence and not use or disclose it to a third party for a period of three (3) years from the date of termination or expiration of this Agreement, except for Confidential Information related to Licensor' Information Security Program, for which the period shall be seven (7) years. The receiving party will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of Confidential Information as the receiving party uses to protect its own confidential information of like nature. **"Confidential Information"** means the proprietary information exchanged between the parties, which is (i) marked "confidential" or "proprietary" at the time of disclosure by the disclosing party; or (ii) by its nature or content is reasonably distinguishable as confidential or proprietary to the receiving party, and includes, without limitation, information (tangible or intangible) regarding a party's technology, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other business and technical information, and shall include the terms and conditions of this Agreement or of any Order Form and the pricing provisions thereof. The receiving party may disclose the Confidential Information to its employees, agents, financial advisers and independent contractors, only as necessary to fulfill the Services and provided such parties have executed a written nondisclosure agreement substantially as protective of the Confidential Information as this Agreement, or as may be required under regulatory requirements.

B. Exclusions. Confidential Information will not include information that (a) is made generally available in the public domain prior to time of disclosure; (b) is or becomes publicly available through no act or

omission by the receiving party; (c) was already in the receiving party's possession without restriction before receipt from the disclosing party and was not subject to a duty of confidentiality; (d) is rightfully disclosed to the receiving party by a third party without confidentiality restrictions; or (e) that the receiving party independently developed without use of or reference to Confidential Information. The receiving party may disclose the disclosing party's Confidential Information as required by law or court order provided: (i) the receiving party reasonably notifies the disclosing party in writing of the requirement for disclosure, unless notice is prohibited by law; and (ii) discloses only that portion of the Confidential Information legally required.

18. DATA COLLECTION AND USE: Licensee acknowledges and agrees that the online Products are publicly available offerings of Rosetta Stone's SaaS-based subscriptions that are provided in a multi-tenant, shared database architecture, and that individualized client-dedicated infrastructure and/or processing is not part of the Product or services. Licensee understands and agrees that certain limited Licensee Data is typically required and used to enable Product and service provisioning and functionality, that such information is stored by Licensor in centrally organized data center facilities, and that certain services and functionality of the Products and associated services are provisioned through utilization of third-party provider services engaged by Licensor to deliver and support the Product and services to all of Licensor's enterprise customers.

Licensor reserves the right to collect and use information provided by Licensee and/or its Authorized End Users to process and provision the Product and associated services. Licensor reserves the right to collect and analyze data relating to use of the Product in accordance with Rosetta Stone's Online Product Privacy Policy and Rosetta Stone's Standard Data Processing Addendum, incorporated and made part by this reference (see below for a link to the current version of these documents). Data may be used by Rosetta Stone in anonymized or aggregate form to assess, improve and/or develop the Product and/or services, to assess compliance with the terms and conditions of this Agreement, and for other lawful purposes.

A. If Licensee is a US school, US school district or US state of federal agency, and Licensee Data includes personally identifiable information about a student protected under the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. § 1232g et seq.) or other applicable state student educational records privacy law ("FERPA Protected Data"), Licensor covenants and agrees that Licensor shall use and process such FERPA Protected Data in compliance with FERPA and such applicable state student records privacy law. Licensee agrees that Licensor shall be considered a "School Official" for its institution for purposes of the performance of services under this Agreement in accordance with FERPA, and shall provide reasonable assistance to Licensor with respect to Licensor's compliance obligations thereunder. In addition to any other terms entered into between Licensee and Licensor with respect to Licensor's handling of Licensee FERPA Protected Data, Licensor shall process such FERPA Protected Data in accordance with the Rosetta Stone Student Records Privacy and Security Statement available at: www.rosettastone.com/student-records and incorporated herein. SECTION B BELOW DOES NOT APPLY TO US K-12 EDUCATIONAL INSTITUTIONS.

B.The terms of the *Rosetta Stone Data Processing Addendum* available at https://resources.rosettastone.com/CDN/us/pdfs/agreements/rosetta-stone-data-processing-addendum-for-ee-customers.pdf and fully incorporated by reference, shall apply to Licensee's purchase(s) of the Products and services.

C. Rosetta Stone reserves the right to collect and retain data generated through the use by Licensee and Authorized Users of the Product, from which all personally identifiable information and attributes about such data has been removed ("De-identified Data"). De-identified Data as defined herein shall not be deemed subject to legal restrictions, and Rosetta Stone may use and disclose De-identified Data for any lawful purposes, including, without limitation, benchmarking, development of best practices, improvement or development of Products and services, and/or research and statistical purposes, without obligation of any kind to Licensee or Authorized End Users. All De-Identified Data collected by Rosetta Stone in connection with Licensee or its Authorized End Users' use of the Product may be retained and used by Rosetta Stone for the term and thereafter, provided however, that Rosetta Stone will not use or publish such De-Identified Data in any way that associates or identifies Licensee or any Authorized End User as

the source of that data without the prior written consent of Licensee and/or the applicable Authorized End User.

19. U.S. GOVERNMENT RIGHTS. If Licensee is a U.S. government entity, Licensee acknowledges that elements of the Product constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

20. EXPORT: Licensee agrees to comply with all relevant export laws and regulations of the United States. Licensee agrees to comply with all applicable international and national laws that apply to the 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.

21. 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.

22. COMPLETE AGREEMENT; TRANSLATION AND ASSIGNMENT:

A. Except as expressly provided herein, this Agreement, together with each applicable Order Form, constitutes the entire agreement between the parties with respect to the use of the 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 and Order Form shall prevail.

C. Licensor may assign this Agreement, in whole or in part, at any time with or without notice to Licensee. This Agreement and rights hereunder may not be assigned, delegated or otherwise transferred by Licensee without the express prior written consent of Licensor.

It is the express wish of the parties that this Agreement, as well as all correspondence and documents relating to this Agreement, be written in English. The following is a French (Canadian) translation of the preceding sentence: *Il est de la volonté expresse des parties que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*