GENERAL SERVICES ADMINISTRATION
MULTIPLE AWARD SCHEDULE
AUTHORIZED PRICE LIST

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSAA Advantage®, a menu-driven database system.

The internet address for GSAA Advantage!® is: GSAA Advantage.gov.

CATEGORY: INFORMATION TECHNOLOGY

SUBCATEGORY: SOFTWARE LICENSES

GS-35F-284AA
Contract Period: March 23, 2018 to March 22, 2023

Price List Current Through GSA MASS MOD A812

Special Item Numbers (SINs)
511210, 511210 RC, 511210 STLOC

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

Rosetta Stone Ltd.
135 W. Market Street
Harrisonburg, VA 22801
Phone: 540-432-6166
Fax: 540-432-0953
Email: gsa@rosettastone.com
Website: www.rosettastone.com
1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s):

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Term Software Licenses</td>
</tr>
<tr>
<td>511210 RC</td>
<td>Term Software Licenses (Disaster Recovery)</td>
</tr>
<tr>
<td>511210 STLOC</td>
<td>Term Software Licenses (State and Local)</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest-priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply:

**Please refer to pricelist**

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item:

**Not applicable**

2. Maximum order:

**The Maximum Order for Special Item Number (SIN) 511210 –Software Licenses is $500,000**

3. Minimum order:

**The minimum dollar of orders to be issued is $100.00**

4. Geographic coverage (delivery area):

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, 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.

**The Geographic Scope of Contract will be domestic delivery only**

5. Point(s) of production (city, county, and state):

**Harrisonburg, VA, USA**

6. Discount from list prices or statement of net price:

**Prices shown are net negotiated discounts and inclusive of the IFF (Industrial Funding Fee)**
7. Quantity discounts:
   Volume thresholds apply - see pricing chart

8. Prompt payment terms:
   Net 30. Information for Ordering Offices: Prompt payment terms cannot be
   negotiated out of the contractual agreement in exchange for other concessions

9a. Notification that government purchase cards are accepted at or below the micro-purchase
    threshold:
    Rosetta Stone will accept the government purchase card for orders at or below the
    micro-purchase threshold.

9b. Notification whether government purchase cards are accepted or not accepted above the
    micro-purchase threshold:
    Rosetta Stone will accept the government purchase card for orders above the micro-
    purchase threshold.

10. Foreign items (list items by country of origin):
    Not applicable

11a. Time of delivery (Contractor inserts number of days):
    30 Days A.R.O.

11b. Expedited Delivery. The Contractor will insert the sentence: “Items available for expedited
    delivery are noted in this price list” under this heading. The Contractor may use a symbol of
    its choosing to highlight items in its price lists that have expedited delivery:
    Contact Rosetta Stone Ltd.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day
    delivery are available. Also, the Contractor will indicate that the schedule customer may
    contact the Contractor for rates for overnight and 2-day delivery:
    Contact Rosetta Stone Ltd.

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements”
    clause of its contract and advise agencies that they can also contact the Contractor’s
    representative to effect a faster delivery:
    Rosetta Stone Ltd. shall reply to the urgent inquiry within 3 workdays after receipt
    (telephonic replies shall be confirmed by Rosetta Stone Ltd. in writing). If Rosetta
    Stone Ltd. offers an accelerated delivery time acceptable to the ordering activity, any
    order(s) placed pursuant to the agreed-upon accelerated delivery timeframe shall be
    delivered within this shorter delivery time and in accordance with all other terms and
    conditions of the contract.
12. F.O.B. point(s):  
   Destination

13a. Ordering address(es):  
    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 (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es):  
   Rosetta Stone Ltd.  
   Dept. CH 17714  
   Palatine, IL 6005-7714

15. Warranty provision:  
   a. Unless specified otherwise in this contract, Rosetta Stone Ltd.’s standard commercial guarantee/warranty will apply to this contract.  
   b. Rosetta Stone Ltd. warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.  
   c. Limitation of Liability: Except as otherwise provided by an express or implied warranty, Rosetta Stone Ltd. will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

16. Export packing charges, if applicable:  
   Not applicable

17. Terms and conditions of government purchase card acceptance (any thresholds above the micro-purchase level):  
   See End-User License Agreement

18. Terms and conditions of rental, maintenance, and repair (if applicable):  
   Not applicable

19. Terms and conditions of installation (if applicable):  
   Not applicable

20a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):  
   Not applicable
20b. Terms and conditions for any other services (if applicable):

See End-User License Agreement.

21. List of service and distribution points (if applicable):

Not applicable

22. List of participating dealers (if applicable):

Not applicable

23. Preventive maintenance (if applicable):

Not applicable

24a. Special attributes such as environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:

Not applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found, e.g., contractor’s website or other location. The EIT standards can be found at: www.Section508.gov:

Not applicable

Rosetta Stone’s language learning program is based on its unique Dynamic Immersion™ method to teach a foreign language. This method relies on the use of text and audio in the target language to create lessons, and replaces translation as is typically found in most language learning products. The program includes carefully-chosen sequences and combinations of images to convey meaning. Lessons are made up of activities that teach all language skills – listening, reading, writing, and speaking. Put simply, the Dynamic Immersion™ method teaches a foreign language the same way one learns their native language – through language immersion without using translation.

The Rosetta Stone Dynamic Immersion™ method may or may not work for an individual with a disability, depending upon the nature and seriousness of the disability. For example, individuals with hearing or speech impairments, for the most part, should be able to use the product. Individuals with serious visual impairments, however, would be unable to use the Rosetta Stone product, because the foundation of the Rosetta Stone pedagogy is the Dynamic Immersion™ method, which requires a carefully-chosen sequence and combination of images. Making the software usable by visually-impaired learners would cause a “fundamental alteration” in the nature of our language learning product. Thus, our product is exempt according: § 1194.1 Standards for Section 508 of the Rehabilitation Act. Specifically, modifying the Rosetta Stone program to accommodate visually-impaired persons would require the inclusion of
translated descriptions associated with all the images in the program. This “fundamental alteration” would run directly counter to the Rosetta Stone Dynamic Immersion method of teaching languages through immersion without translation.

25. Data Universal Number System (DUNS) number: 799280128

26. Notification regarding registration in SAM.gov: Rosetta Stone Ltd. is currently registered CAGE Code: IFVN5
ENTERPRISE LICENSE AGREEMENT FOR GSA MULTIPLE AWARD SCHEDULE ORDERS

This Enterprise License Agreement ("Agreement") is a contract between Rosetta Stone Ltd., a Virginia corporation, (the “Licensor”) and the agency or instrumentality of the United States Government ordering pursuant to the GSA Price List (for purposes hereof, “Licensee”) on the print or online order form or other order documentation (the “Order Form”) which references the GSA Price List, 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.

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 Rosetta Stone Product.

“Enterprise Administrators” shall mean the Authorized End-Users who shall act as administrators for Licensee, with responsibility on behalf of Licensee for overseeing access by Authorized End-Users to the Rosetta Stone 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 any personalized password created by such Authorized End-User.

“Rosetta Stone Product” means the Rosetta Stone language learning product(s) specified in the Order Form, including, without limitation, any Software, companion materials, password-protected access to a Licensor website (the “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 Agreement.

“Software” means the language learning and language learning management software, and any third-party software, and any updates or upgrades thereto, which are licensed by Licensor to Licensee pursuant to this Agreement or which provide the functionality of the Rosetta Stone Product accessed through the Website.
2. PURPOSE: Licensor has developed the Rosetta Stone Product that is marketed under its ROSETTA STONE® brand. Licensor makes the functionality of the Rosetta Stone Product available to its enterprise end-users in the following ways: (a) remotely by means of password-protected access to the Website, (b) by means of Licensee’s electronic learning management system which provides the software-based infrastructure for creating, tracking, delivering, managing, and assessing enterprise-wide learning activities (“LMS”), or (c) by means of installing the Rosetta Stone Software on an internal network that is owned or controlled by Licensee.

3. LICENSE, INSTALLATION AND USE: The Rosetta Stone Product is licensed, not sold. If Licensee accepts this Agreement, Licensor grants Licensee a limited, nontransferable, nonexclusive license to use the Rosetta Stone Product, subject to the terms and conditions set forth herein. For purposes of the preceding sentence, “use” of the Rosetta Stone Product means access by an Authorized End-User to the functionality of the Rosetta Stone Product by means of the Website or Licensee’s LMS for language learning purposes only; provided, however, that, if the Order Form specifies that Licensee has subscribed to a version of the Rosetta Stone Product that will be installed on Licensee’s network, Licensee’s rights of use shall include the right to install and execute a registered copy of the Rosetta Stone Software in machine-readable form on its internal network.

A. Rosetta Stone TOTALe, and Rosetta Stone Enterprise Version 3/Rosetta Course, Online: If Licensee has purchased online access to the Rosetta Stone Product (“Rosetta Stone Online”), the license granted by Licensor gives Licensee the right to access the online version of the Rosetta Stone Product as follows:

   i. Licenses: The maximum number of Authorized End-Users of the Rosetta Stone Product is specified on the applicable Order Form or on the Rosetta Stone Online Administrative Portal, which was provided to the Portal Administrator in the electronic sales confirmation. Each Authorized End-User must specify his or her unique name when first accessing Rosetta Stone Online in the context of the specified license and will then become a single user subject to above. Information regarding the counting mechanism is available from the Rosetta Stone Online Administrative Portal.

   ii. Internet: Continuous Internet access is required to use Rosetta Stone Online. This is the responsibility of Licensee or its Authorized End-Users and is not provided by Licensor.

B. Privacy: Licensor reserves the right to collect and analyze data relating to use of the Rosetta Stone Product. This data is used to improve the Rosetta Stone Product, for marketing research, to make promotional offers from Licensor and to assess compliance with the terms and conditions of this Agreement.
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 Rosetta Stone 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 represents, warrants and agrees that each Enterprise Administrator shall have authority, on behalf of Licensee, to perform his or her duties. If, during the term of the Agreement, 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 Rosetta Stone Product using his or her Password, the Rosetta Stone Product shall provide the Enterprise Administrator with certain administrative capabilities with respect to Licensee’s use of the Rosetta Stone Product that other Authorized End-Users will not have, including the ability to cancel Passwords and thereby deny access to the Rosetta Stone Product through use of such Password. Using such functionality provided by the Rosetta Stone Product, Licensee agrees that the Enterprise Administrators shall promptly cancel Passwords of any Authorized End-User who (i) ceases to be employed by Licensee, (ii) Licensee no longer wishes to have access to the Rosetta Stone Product, or (iii) Licensee knows or reasonably believes is causing Licensee to breach any provision of this Agreement or is in any way mishandling Passwords. Licensee shall notify Licensor at the time a Password is 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, 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 or other misuse of the Rosetta Stone Product or breach of this Agreement, and Licensee shall immediately notify Licensor in the event of a breach of security.
5. TRANSFER: Licensee may not, and may not permit others to, directly or indirectly, sell, rent, lease, loan, timeshare, or sublicense the Rosetta Stone 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 Rosetta Stone 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 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 (d) 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 you 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 Rosetta Stone Product. If the applicable invoice 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. Licensee agrees, upon request by Licensor at any time to exchange its current version of the Rosetta Stone 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 Rosetta Stone 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 Rosetta Stone 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 related to Licensor’s products and URLs such as www.rosettastone.com, www.rosettastoneclassroom.com, www.rosettastoneenterprise.com, and www.rosettaworld.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, provided that any such change does not materially adversely affect the functionality available to Licensee of the Rosetta Stone Product or Licensee’s ability to use the Rosetta Stone Product.

8. SUPPORT: Licensor offers support for the Rosetta Stone Product for those of its customers who have completed the online registration process. Licensor reserves the right to change the support policy (and to discontinue support for any Rosetta Stone Product) at any time and
without notification to Licensee. Licensee’s use of Licensor customer support is subject to the hours of operation, and contact information set forth at the following web address: http://www.rosettastone.com/policy. Licensor reserves the right to make changes to the support policy at any time and will post those changes on the support page.

9. 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 product for a period of ninety (90) days after purchase 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 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. Limitations of Liability: In no event will either 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. In no event shall either party or Licensor’s 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.

10. TER MINATION AND SURVIVAL:
A. This Agreement is effective until terminated in accordance with the terms and conditions set forth in the applicable GSA Multiple Award Schedule contract.

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 complied with. The provisions of Sections 7, 9, 10, 12 and 15 shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to use the Licensed 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 Rosetta Stone Product. 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. 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.

12. GOVERNING LAW AND FORUM:
A. This Agreement is governed by applicable federal laws and regulations. The parties agree that any action arising out of or related to this Agreement may be brought in a Federal court in the Commonwealth of Virginia.

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.

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. EXPORT: Both parties agree 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 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.

18. COMPLETE AGREEMENT: 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 authorized representatives of both parties.
<table>
<thead>
<tr>
<th>PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>GSA PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>90295-1-24</td>
<td>Rosetta Stone® Catalyst™ (Bronze)</td>
<td>Rosetta Stone® Catalyst™ (Bronze) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
<td>EA</td>
<td>$216.83</td>
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<tr>
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<td>Rosetta Stone® Catalyst™ (Bronze) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>Rosetta Stone® Catalyst™ (Bronze) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
<td>EA</td>
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<td>Rosetta Stone® Catalyst™ (Bronze) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>Rosetta Stone® Catalyst™ (Bronze) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
<td>EA</td>
<td>$ 152.34</td>
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<td>Rosetta Stone® Catalyst™ (Bronze) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>Rosetta Stone® Catalyst™ (Bronze) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>Rosetta Stone® Catalyst™ (Silver) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited group online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
<td>EA</td>
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<td>Rosetta Stone® Catalyst™ (Silver) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited group online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>90295-100-249</td>
<td>Rosetta Stone® Catalyst™ (Silver)</td>
<td>Rosetta Stone® Catalyst™ (Silver) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited group online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
<td>EA</td>
<td>$362.64</td>
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<td>90295-250-499</td>
<td>Rosetta Stone® Catalyst™ (Silver)</td>
<td>Rosetta Stone® Catalyst™ (Silver) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited group online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
<td>EA</td>
<td>$329.67</td>
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<td>90295-500-999</td>
<td>Rosetta Stone® Catalyst™ (Silver)</td>
<td>Rosetta Stone® Catalyst™ (Silver) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited group online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
<td>EA</td>
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<td>90295-1,000-1,999</td>
<td>Rosetta Stone® Catalyst™ (Silver)</td>
<td>Rosetta Stone® Catalyst™ (Silver) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited group online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
<td>EA</td>
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<td>Rosetta Stone® Catalyst™ (Silver) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited group online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>Rosetta Stone® Catalyst™ (Silver) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited group online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>90295-1-24</td>
<td>Rosetta Stone® Catalyst™ (Gold)</td>
<td>Rosetta Stone® Catalyst™ (Gold) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited individual online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>Rosetta Stone® Catalyst™ (Gold) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited individual online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>Rosetta Stone® Catalyst™ (Gold) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited individual online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>90295-100-249</td>
<td>Rosetta Stone® Catalyst™ (Gold)</td>
<td>Rosetta Stone® Catalyst™ (Gold) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited individual online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>Rosetta Stone® Catalyst™ (Gold)</td>
<td>Rosetta Stone® Catalyst™ (Gold) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited individual online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>Rosetta Stone® Catalyst™ (Gold) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited individual online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>90295-1.000-1,999</td>
<td>Rosetta Stone® Catalyst™ (Gold)</td>
<td>Rosetta Stone® Catalyst™ (Gold) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited individual online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>90295-2.000-4,999</td>
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<td>Rosetta Stone® Catalyst™ (Gold) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited individual online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>Rosetta Stone® Catalyst™ (Gold) provides each Authorized End User with online access to the language learning solution, which encompasses learning tools for multiple skill levels, unlimited individual online tutoring, learner placement, and proficiency testing (please note that proficiency testing is available for English language learning only). Solution also includes implementation help, and reporting tools.</td>
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<td>Rosetta Stone® Language Lessons Version 3 for Public Sector / Rosetta Course Online Annual Subscription 1-24 Licenses*. Licenses are per named user per language for all available levels</td>
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