

Excerpts, selected by the HELP Committee, from a larger document
produced by the company

Redacted by HELP Committee

Lead Sales Agreement

This Sales Agreement (hereinafter, "Agreement") between ^{Redacted by HELP Committee} and its affiliated websites (collectively hereinafter, "Company"), a California corporation dba ^{Redacted by HELP Committee} and the person and/or company (hereinafter, "Buyer") named on the Company Insertion Order (hereinafter, "IO") is effective as of the date Company receives Buyer's IO by fax or mail which indicates that Buyer has read and agrees to be bound by this Agreement.

Recitals

WHEREAS, Company, Inc. is a California corporation doing business as RevenueLoop.com and sells information about customers interested in products and services (hereinafter, "Leads");

WHEREAS, Buyer is a Delaware corporation and the entity identified on Company's IO and desires to purchase Leads generated by Company;

THEREFORE, Company and Buyer agree to the following terms and conditions of this Agreement:

1. Supply of Leads

Company agrees to supply Buyer with the type of Leads indicated by Buyer in the IO. Company will supply Leads requested by Buyer on a daily basis by directly posting the Leads to Buyer according to Buyer's posting instructions or by email as they become available. All Leads are subject to availability.

Buyer understands and agrees that the data supplied by Company is from persons who have indicated an interest in Buyer while visiting Company or affiliated company's website and that Company may continue to market its products and services to such person until such person unsubscribes or otherwise indicates a desire to no longer receive communication from Company or its affiliates. Buyer further acknowledges that the persons who have elected to sign-up with Buyer may have also elected to sign-up with other buyers of Company. Therefore, Buyer acknowledges that Company and its affiliated websites retain all rights to market and communicate to such persons and in no way constitutes a violation of this Agreement.

2. Servicing Leads Buyer shall contact the party identified in the Lead by telephone and/or email. Buyer shall promptly provide the quote as requested by such party or request any or all additional information as needed to prepare the quote that shall be provided promptly. Buyer shall use reasonableness and prudence in dealing with the Lead parties, including but not limited to protecting the parties' financial and health condition information, personal safety, and privacy.

3. Lead Replacement Policy

In the event that the party identified in any Lead denies submitting a request for quotation, or if Buyer determines that the contact information contained in the Lead is incorrect, Buyer shall return Lead to Company within thirty (30) days, in writing by notifying Company of the unusable information contained in the Lead. Company shall, within a reasonable time, confirm whether or not the Lead information is incorrect as claimed by Buyer. If, within its reasonable discretion, Company confirms that Buyer's claim is true, Buyer shall be entitled to a Lead credit equal in value to the returned Lead. Leads must be returned to Company within thirty (30) days after receipt by Buyer. Under no circumstances will credit be given inaccurate information or because the Lead did not result in a sale for Buyer.

Redacted by HELP Committee

**Rasmussen College, Inc.
Addendum A**

Basic business terms of proposed agreement:

1. General

- a. Agreement will include Rasmussen College Inc., a Delaware corporation, and all subsidiaries and affiliates.
- b. Provision to add additional campuses, subsidiaries, affiliates and/or business lines as needed during the term of the agreement

2. Applicability.

The agreement will be applicable to the following schools; however, Vendor acknowledges that future subsidiaries, affiliates, campuses or business lines of Rasmussen can be added (see above).

Redacted by HELP Committee

3. Monthly Cap:
See Insertion Order

Cost-per-Lead:
See Insertion Order

4. Definition of a Lead

"Lead" or "Leads" shall be defined as an individual or individuals for whom the Vendor has provided to Rasmussen College valid information in the following fields:

- a. First Name
- b. Last Name
- c. Complete Mailing Address
- d. Home Phone (At least 1 valid contact number)
- e. Work Phone
- f. Email Address
- g. Highest degree of education achieved or
Year achieved the highest degree of education (2007 or greater)