

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

Terms Addendum
To
Agreement between Redacted by HELP Committee
And
Redacted by HELP Committee

The following terms and conditions shall be incorporated into, and shall take precedence over, the terms and conditions of that certain Agreement between Redacted by HELP Committee ("Advertiser") and Redacted by HELP Committee ("Company"), dated May 1, 2004, to which this Terms Addendum is attached. In the event of any conflict between the terms and conditions of the Agreement and this Terms Addendum, the Terms Addendum shall prevail. Furthermore, this Terms Addendum shall be controlling over the terms and conditions of any invoice, purchase order, or other document prepared by the Company.

I. Definitions

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

- | | |
|-----------------------------|--|
| a. First Name | f. Cell Phone (optional) |
| b. Last Name | g. Email Address |
| c. Complete Mailing Address | h. Highest degree of education achieved |
| d. Home Phone | i. Year achieved the highest degree of education |
| e. Work Phone | |

Leads will be provided to Advertiser with respect to any program being offered by Advertiser, any subsidiary of Advertiser, or any of Advertiser's partner institutions, as identified by Advertiser to the Company.

Redacted by HELP Committee

Scope of Services

Services

Redacted by HELP Committee agrees to provide lead generation Services for CLIENT. While performing the Services, the definition of qualified lead ("Qualified Lead"), detailing the criteria required in order to qualify for payment from CLIENT is outlined below. CLIENT shall not be charged for duplicate leads or bad leads. The following steps will be taken to ensure the quality of leads:

- Leads with incomplete information (i.e. any blank fields) will be considered a bad lead and purged.
- Leads with obviously false information will be considered a bad lead and purged.
- Qualified Lead Criteria for each school to be supplied by client.

Qualified Leads will be delivered in real time to CLIENT as they are submitted by the requestor, or parsed at the client's request. Leads will be sent to CLIENT in an electronic format.

Redacted by HELP Committee

agrees to deliver leads for the following schools:

Redacted by HELP Committee

Rasmussen College

Redacted by HELP Committee

Affiliate Crew also agrees to the following lead caps:

Redacted by HELP Committee

100 leads per month

Rasmussen College

100 leads per month

Redacted by HELP Committee

100 leads per month

Redacted by HELP Committee

MBA program 100 leads per month

Sachetara in Business 100 leads per month

online MBA program 100 leads per month

Fees

AffiliateCrew shall be compensated:

Ground schools: \$18.00 per Qualified Lead.

Online Schools: \$15.00 per Qualified Lead.

