

# Redacted by HELP Committee

## Advertising Agreement

<p>Order Date: 5/27/2010 Advertiser: Rasmussen, Inc. Client (if Advertiser is an Agency) Rasmussen College</p>	<p>Advertising Agreement #: ED20100527RC Name: Redacted by HELP C</p>
<p><b>Client Primary Contact</b> Contact Name: Redacted by HELP Committee Phone: [Redacted] Fax: [Redacted] Email: [Redacted]</p> <p><b>Client Billing Contact</b> Contact Name: Redacted by HELP Committee Agency Name: Rasmussen College, Inc. Address 1: 7905 Golden Triangle Dr., Ste. 130 Address 2: City, State, Zip: Eden Prairie, MN 55344 Country: US Email: Redacted by HELP Committee</p> <p><b>Client Technical Contact</b> Contact Name: Redacted by HELP Committee Phone: [Redacted] Email: [Redacted]</p> <p>Lead Delivery Method: Email</p>	<p>Redacted by HELP Committee</p> <p><b>Representative</b> Contact Name: Redacted by HELP Committee Phone: [Redacted] Fax: [Redacted] Email: [Redacted]</p> <p><b>Client Billing Contact</b> Effective Date: 5/27/2010 Term: Month-to-Month. Advertiser may cancel with 30 days notice. Est. Launch Date: n/a Per-Lead-Fee: Premier - \$75 Total Lead Target: Premier - 1200 Redacted by HELP Committee Remit Payments to: Payment Terms: Net 30</p> <p><b>Client Deliverables (Detailed in Exhibit A)</b> Due Date: Special:</p> <p>If Lead delivery is email, designate email address: Redacted by HELP Committee</p>
<p>Redacted by HELP Committee desires to provide Advertiser with contact information from prospective students interested in Advertiser's programs according to the terms and conditions herein. Advertiser desires to pay Redacted by HELP Committee LLC for delivery of such contact information according to the terms and conditions herein. Lead qualification terms and conditions are stated in Sections 2, 3 &amp; 4 of agreement including and notwithstanding that lead count delivery and back-up support provided by Redacted by HELP Committee will be considered final unless substantiated documentations of leads in question are provided by Advertiser to Redacted by HELP Committee within 24 hours for review. Therefore, Redacted by HELP Committee and Advertiser enter into this Advertising Agreement (comprised of this page and the attached standard terms and conditions, and Exhibit A, collectively, this "Agreement") as of the date both parties sign below.</p>	

Special Conditions:

Redacted by HELP Committee

Sr. Client Acct. mgr.

Title

6/9/10

Date

RASMUSSEN, INC.

EVP/CFO

6/4/2010

Name: Susan D Falotico

Title

Date

Redacted by HELP Committee

The following standard terms and conditions (the "Standard Terms and Conditions") are incorporated into the attached Advertising Agreement as though they appeared in said Agreement:

**1. Terms of Payment.** Redacted by HELP Committee (the "Company") will invoice Advertiser monthly via email for services provided. Advertiser agrees to pay Company in US dollars (\$) within 30 days of Invoice Date. Invoice Date will be determined by Company, and will be no earlier than the last day of the month during which services were provided and no later than the 5<sup>th</sup> day of the following month. Reconciliation of final billable numbers must be substantiated and provided to Company by the 5<sup>th</sup> business day following the end of the billable month. Invoices will be delivered to Advertiser on or before the 15<sup>th</sup> day following the billable period. Invoiced amounts will be considered final. Advertisers who pay via ACH, wire, or other electronic means agree to reimburse Company for any fees that may be incurred as a result of such payment method. Late payments bear interest at the rate of 1.5% per month, or if less, the highest rate permitted under law, after 30 days have passed from the invoice date. Company may suspend Advertiser's listings on Company's web properties if payment is not received within 7 days following late payment notification by Company. If Advertiser is an agency, both agency and agency's client shall be jointly and severally liable for payment under this Agreement. Additionally, Company is entitled to recover any reasonable sums expended in connection with enforcement of this Agreement including but not limited to the collection of amounts not paid when due, including all collection agency fees and attorneys' fees.

**2. Lead Qualification.** (A) When a prospective student is interested in information or enrolling with Advertiser (a "Lead"), Company will collect student contact information for the fields listed on Exhibit A hereto on behalf of Advertiser. Student information requests will be delivered to Advertiser in the form of an instant post to Advertiser's database, a CSV file to an email account designated Advertiser or by other agreed-upon method. (B) Advertiser may review Company's lead collection form, including the validation used by Company to prevent invalid or incomplete data from being submitted. Once approved by Advertiser, the data list by the form shall be considered valid and complete. Subsequent changes to lead collection form and/or lead validation (i) must be requested, in writing, by Advertiser at least 14 days prior to the effective date of the change, (ii) are subject to approval by Company and (iii) may impact Per-Lead Fee. (C) Monthly Lead Count as determined by Company will be considered valid. At the request of Advertiser, Company will provide detailed lead data to support the monthly Lead Count. The following leads are invalid: 1) Foreign leads (non U.S.A., Canada and Military bases in foreign countries); 2) Blatantly bad data (e.g. Donald Duck, 123 Fake St, 111-222-3333, asdf@asdf.com, etc.); 3) Incentivized leads (e.g. prospect filled out a form to receive free gift, prospect didn't directly request information about a Rasmussen College school); If the phone number and email address are invalid; 4) Minimum level of education is not met, the lead is invalid and may be returned to Company and will be eligible for credit; (D) Advertiser may utilize Insertion Orders to communicate changes to Lead Targets and cost-per-lead price changes, when mutually agreed upon by both parties. Notwithstanding, changes to lead collection form and/or lead validation rules communicated via Advertiser's insertion orders shall not be deemed valid notification of such changes, even if Insertion Order has been signed by both parties.

**3. Duplicate Leads.** (A) Prior to invoicing, Company will use a computerized duplication review process that compares each Lead to all Leads previously sent to Advertiser by Company within a prior thirty (30) day period, and mark any Leads with the same email address, or the same combination of first name, last name, zip code, and education program of interest as duplicates. Company will not charge Advertiser for any such duplicate Leads on its monthly invoices. (B) Leads that Advertiser has received from another party (other than Company) will not be considered duplicate Leads. Notwithstanding this, upon receipt of sufficient documentation (including date, time and verifiable original source of Lead) that a Lead was previously submitted to Advertiser by a third party (a "Previous Lead") Company will issue a credit to Advertiser for that Lead on the next monthly invoice, provided that Previous Leads must have been delivered to Advertiser within a time period no greater than 24 hours prior to Company delivered Lead, and must be submitted to Company for credit within ten days of Advertiser's receipt of the invoice associated with Previous Lead. Leads where Company was the first to deliver an inquiry are not eligible for a credit, and Previous Leads delivered to Advertiser through affiliate networks, co-registration, and incentive-based promotion are also not eligible for credit. Company reserves the right to verify Previous Leads' validity with relevant original lead source.

**4. Lead Targets.** If this Agreement indicates a "firm cap" related to monthly Lead Target, Company may deliver, and Advertiser agrees to pay for, an amount equal to the specified Lead Target, plus up to ten percent (10%) over that amount. Should overage exceed 10%, Advertiser shall not be responsible for paying for those leads unless Advertiser or Advertiser's client contacts said leads at which point they are deemed billable by Company. Advertiser may increase Lead Targets at any time. Reductions to Lead Target a) may not occur during the Initial Period (see Section 7 "Termination" below) b) may not reduce the prior Lead Target by more than 10%, c) will become effective during the next calendar month, and d) must be communicated to Company at least 14 days prior to the start of a new calendar month. Reductions of greater than 10% will automatically grant Company the right, at its sole discretion, to terminate this Agreement by providing 10 days advance notice to Advertiser.

**5. Company's Representations and Warranties.** For the term of this Agreement, Company represents and warrants as follows: (A) Company has the right to operate Company's Web sites, newsletters, and other methods at the Company's discretion, and Advertiser's advertisements will appear as provided in this Agreement. Company, in its sole and complete discretion, may refuse the use of any advertisement that it deems inappropriate for any

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reason or no reason. Company, in its sole and complete discretion, may remove or adjust promotion of listings in an attempt to limit the number of student inquiries to stay within the Advertiser's Monthly Lead Target, or for any reason the Company deems necessary. (B) Company is in full compliance with all relevant privacy laws and regulations and that it shall provide notice for, and fully disclose, its privacy policies and practices to visitors to its Web site(s), including its policies and practices with respect to the collection of information on consumers who may visit its Web site(s). (C) Company has full power and authority to enter into this Agreement and the execution, delivery and performance by Company of the Agreement will not violate any law, statute or other governmental regulation.

**6. Advertiser's Representations and Warranties.** Advertiser represents and warrants as follows: (A) Advertiser is fully authorized to publish, and authorizes Company to publish content on its behalf, all content, once approved by Advertiser, complies with all applicable laws and regulations and does not infringe upon the rights of third parties. Company reserves the right to refuse any advertising request or to immediately cancel any campaign that does not completely conform to every detail, instruction, method, and guideline set forth in this Agreement. (B) Advertiser grants Company a non-exclusive worldwide right and license to use Advertiser's trademarks, copyrights, and other Intellectual property for the sole purpose of fulfilling its obligations under this Agreement. Company shall use Advertiser's trademarks, copyrights, and other intellectual property in conformance with any reasonable usage policies of which it is notified in writing by Advertiser. Such license shall terminate concurrent with the termination of this Agreement. This limited license does not include the right to create derivative works. (C) If an Agency is entering into this Agreement on behalf of a Client, Agency agrees to the foregoing representations, and also represents and warrants that it is the authorized agent of its Client, and Client is not, as of the date of this Agreement, in material breach of any agreement with or in default with respect to any amounts owed to Agency. (D) Advertiser (i) is the sole owner of its trademarks licensed hereunder and of any and all rights, including intellectual property rights, in and to such trademarks and (ii) holds any and all awards, accreditations, rankings or other indicia of academic prestige or legitimacy that it states that it holds on Advertiser or Company's Web site or in any written or oral statements to Company. (E) Advertiser will comply with all laws, including the 1992 Higher Education Act, statutes, ordinances and/or regulations (including without limitation the laws and regulations relating to accreditation of its programs and degrees) applicable to Advertiser's business. (F) Advertiser is in full compliance with all relevant privacy laws and regulations and that it shall provide notice for, and fully disclose, its privacy policies and practices to visitors to its Web site(s), including its policies and practices with respect to the collection of information on consumers who may visit its Web site(s). (G) Advertiser is not in violation of its privacy policy or any agreement and entering into this Agreement does not create such a violation. (H) Advertiser will limit its use of the data provided by Company to the purposes of this Agreement. (I) If Advertiser is an agency, Advertiser will limit the provision of Lead Data to Advertiser's Client (identified in this Agreement) and will assure Advertiser's Client's agreement to abide by this limitation. (J) Advertiser is prohibited from re-selling, repurposing, or any other unauthorized use of Lead Data. (K) Advertiser gives the Company the right, at Company's discretion to add additional sections to the lead collection page to gather additional information from students including but not limited to student interest in financial aid, student loans, and other related services. (L) Advertiser will deliver course, degree and school information as well as banners, ads and other advertising materials in a format acceptable to Company as set forth in the Client Deliverables section of Agreement.

**7. Termination.** Advertiser may cancel this Agreement upon thirty (30) days' prior written notice to Company. During such notice period, Company will deliver a quantity of leads that is no greater than the quantity delivered to Advertiser in the prior thirty (30) day period unless approved by Advertiser. Company may terminate this Agreement (a) with thirty (30) days' prior written notice to Advertiser or (b) immediately upon notice to Advertiser if Advertiser is in breach of this Agreement or Company reasonably believes Advertiser is in breach of this Agreement including but not limited to a breach for the failure to pay any amount due hereunder. Upon the termination or expiration of this Agreement, Company shall be entitled to immediate payment for all valid leads not yet invoiced.

**8. Confidential Information.** Both parties acknowledge that in the course of performing under the Agreement it may be made aware of confidential, proprietary or trade secret information belonging to the other party or in the case of Advertiser, belonging to Advertiser, Advertiser's clients or partner institutions (collectively referred to as "Confidential Information"). The receiving party of the Confidential Information agrees to: 1) use the same degree of care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and 2) use the Confidential Information solely for the purpose for which it was disclosed to perform its obligations under the Agreement and for no other purpose. Specifically, and not by way of limitation, the receiving party of Confidential Information shall not make Confidential Information available to any third party without the disclosing party's prior written approval. For the purposes of the Agreement, the term Confidential Information shall include, but not be limited to, information learned or created relating to trade secrets, know-how, discoveries, computer software programs (including, but not limited to, software tools and components), methodologies for software application prototyping, design, development and support, source code, customer lists, marketing plans, training materials, present and proposed products, technology, business strategies, algorithms, descriptions of functions and features of software, financial plans and records, information regarding customers, information on purchased leads, suppliers, founders, employees and affiliates, course content, course description, design and outline, and any relationships between the party providing the Confidential Information and any other persons. Confidential Information does not include information which: (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party; (b) was rightfully known to the receiving party as of the time of its disclosure; (c) is independently developed by the receiving party; (d) is lawfully obtained by the receiving party from a third party that has the right to make such disclosure and who is not in breach of an agreement to keep such information confidential; or (e) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority. Each party agrees to secure, protect and maintain the confidentiality of the Confidential Information of the other party using at least as great a degree of care as it uses to maintain the confidentiality of its own information of a similar nature or importance, but in no event less than reasonable care. Neither party shall use any Confidential Information received from the other party except as may be necessary in its performance under this Agreement, and neither party shall disclose any such Confidential Information to any third party without the other party's prior written consent, unless required to do so by court order or other operation of law. The parties acknowledge that unauthorized use by a party of the other party's Confidential Information will diminish the value of such information and that breach of this obligation may cause irreparable harm and entitle the non-breaching party to seek injunctive relief to protect its interest herein, in addition to any other monetary or other remedies it may be entitled to hereunder.

**9. Indemnification.** Each party (the "Indemnifying Party") agrees to hold harmless, indemnify and defend the other party (the "Indemnified Party") from and against any losses, damages, costs and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any claims: (i) that the Indemnifying Party breached or allegedly breached its confidentiality obligations hereunder; (ii) that the Indemnifying Party breached its warranties or representations as set forth herein; and (iii) with respect to Advertiser as the Indemnifying Party, claims relating to Advertiser's (or if Advertiser is Agency, then Agency's Client's) business, education programs or Trademarks. The Indemnifying Party's obligations are conditioned upon the Indemnified Party: (i) giving the Indemnifying Party prompt written notice of any claim, action, suit and proceeding for which the Indemnified Party is seeking indemnity; (ii) granting complete control of the defense and settlement to the indemnifying party; and (iii) providing, at the Indemnifying Party's expense, reasonable assistance in the defense or settlement thereof. In any event, the Indemnified Party shall have the right to participate, at its own expense, in the defense or settlement of any claim, action, suit and proceeding that is the subject of an indemnification obligation. If any settlement results in any ongoing liability to, or prejudices or detrimentally impacts either party, and such obligation, liability, prejudice or impact can reasonably be expected to be material, then such settlement shall require the party's written consent, which consent shall not be unreasonably withheld.

**10. DISCLAIMER OF WARRANTY.** THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT PROVIDE ANY WARRANTY THAT

OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE

11. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS AND OBLIGATIONS WITH RESPECT TO CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, FOR THE OPERATION OR USE OF CONTENT OR SERVICES, SUCH DAMAGES ARISING FROM OR RELATED TO LOSS OF OR DAMAGE TO DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES PAID BY ADVERTISER TO COMPANY FOR SERVICES HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE A CLAIM IS RAISED HEREUNDER. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

12. **Miscellaneous.** No conditions other than those set forth in this Agreement or these Standard Terms and Conditions shall be binding on Company unless expressly agreed to in writing by the Company. No modifications to these Terms and Conditions shall be binding upon the Company without the express, written consent of the Company. In the event of any inconsistency between the provisions on the first page of this Agreement and the Standard Terms and Conditions, the Standard Terms and Conditions shall control, unless explicitly waived on the first page of this Agreement. These Standard Terms and Conditions, together with the first page of the Agreement (i) may be amended only by written Agreement executed by an authorized representative of each party except as specified in Section 13 below; and (ii) constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties and between Advertiser and eLearners and/or WorldClass Strategy. The parties agree that Company shall have the right to reference and refer to its work for and relationship with Advertiser for marketing and promotional purposes. The parties agree that their relationship hereunder is that of independent contractors. Neither party shall be deemed to be the agent, partner, joint venture, franchisor-franchisee, nor employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf other than as set forth in this Agreement or these Standard Terms and Conditions. This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey without reference to any principles of conflicts of laws which might cause the application of the laws of another state.

13. **Reservation of Company Right to Revise the Terms of the Agreement and the Standard Terms and Conditions.** Notwithstanding anything to the contrary herein including but not limited to Section 12 above, the Parties agree that subsequent to Initial Period, Company may revise this Agreement and these Standard Terms and Conditions upon thirty (30) days prior written notice to Advertiser. Such revisions may include but are not limited to changes to: (i) the Per Lead Fee, (ii) the Terms of Payment, and (iii) Lead Qualification. In the event Advertiser chooses not to accept the revised Agreement and revised Standard Terms and Conditions, Advertiser may terminate this Agreement according to the termination provisions herein.

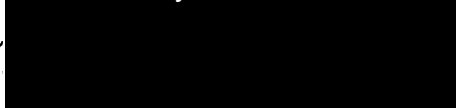
14. **No Limitation of Activities.** Notwithstanding any provisions in the Agreement to the contrary, entry into the Agreement shall not restrict either party in any way from working with any other customer, vendors or providers of marketing services which are the same, or similar to those of Advertiser or Company.

15. **Restrictions.** Advertiser restricts Pay-Per-Click bidding on branded terms. Company understands and agrees that it shall not bid on the following branded terms, or future branded terms identified by Advertiser, during and after the Term of this Agreement: Rasmussen College, Rasmussen

16. **Approval Process.** Course and school description and degree drop down menu ("Descriptions") generated for Advertiser by Company under the Agreement shall be reviewed and approved in writing (via email is acceptable) by Advertiser. Advertiser shall not be required to pay Company for any leads generated from Descriptions that are not approved in writing by Advertiser. Should any Descriptions be released to the market place without Advertiser's prior written approval, Advertiser reserves the right to terminate this Agreement.

# Redacted by HELP Committee

Redacted by HELP Committee<sup>ns</sup>



RASMUSSEN, INC.

Name: Susan D. Falotico

Sr. Client Acct. Mgr.

Title

EVP/CFO

Title

6/9/10

Date

6/14/2010

Date

Please fax this entire agreement (cover, body and Exhibit A) to 201-377-3080

**Client Deliverables Specifications**

Advertiser will provide to Company within ten (10) days after the Effective Date, information regarding its products and/or services for use by Company in developing creative content. This information may include specifications, descriptions, special promotions, logos, claims, creative material, and any other appropriate marketing content. Company shall notify Advertiser when creative content is ready for review and launch ("Review Date"). Advertiser agrees to promptly review creative content and provide comments or launch authorization within five (5) days of notification by Company that creative content is ready for review.

**School Information**

The following 255 char text fields will appear on the right hand side of your Microsite. Some of these fields are optional, and may be provided at your discretion:

- School Address
- Accrediting Body - Institutional Level Accreditation
- Total Online Enrollment
- Calendar Type
- Average Cost per Credit
- Delivery Format
- Technical Requirements
- Geographic Restrictions
- On-Campus Requirements

**Degree Information**

(To be provided in Excel format – a blank spreadsheet will be provided to you )

**Accrediting Body:** Degree Level Accreditation - Maximum of 255 Characters

**Degree Title:** Maximum of 255 Characters

**Degree Description:** Maximum of 1000 Characters

**Format:** Maximum of 255 Characters (examples: "Online," "Online Asynchronous")

**Language:** Maximum of 255 Characters (most likely "English")

**Levels:** Maximum of 255 Characters (example: "Associate," "Bachelor," "Master," "Doctorate," "Continuing Education")

**Requirements:** Maximum of 255 Characters (example: "Must have bachelor's degree from accredited institution/Must have an undergraduate GPA of 2.0 or higher/Must have current nursing license/")

**Residency Requirements:** Maximum of 255 Characters (example: "No residency required," "One week at start of first term," etc.)

**Graphics**

Please provide one of each the following list items:

1. Express.elearners.com logo: 120x40, 3 KB max size (qty. =1) (no rotating images)
  - Acceptable image format is PNG
2. Primary Logo: 150x50, 5 KB max size (qty. =1) (no rotating images)
  - Acceptable image format is .GIF
3. Primary Logo: 240x80, 7 KB max size (qty. =1) (no rotating images)
  - Acceptable image format is GIF
4. Main eLearners.com banner: 500x150, 12 KB max size (qty. =1) (no rotating images)
  - Acceptable image formats are .PNG, .GIF, .JPG

The following list items are optional:

1. Main eLearners.com banner: 728x90, 12 KB max size (qty. =1) (no rotating images)
  - Acceptable image formats are .PNG, .GIF, .JPG

**Information Request Page ("Lead" page)**

Information requests ("Leads") are collected in our database, and eLearners will design a lead submission form on our server similar to: <http://forms.elearners.com/mck.html?=&> with the following fields:

First Name, Last Name, Email address, Phone number, Mailing address, City, State, Zip Code, Country, Program of interest (a dropdown box based on your offerings), and highest degree achieved. Other fields may be added, but must be identified prior to commencement of this agreement.

After Advertiser's listings are "live," subsequent changes to form information or validation requirements must be submitted to and approved by eLearners at least two weeks prior to their expected launch date.

Advertiser initials: 