

## CAMPUS EXPLORER PUBLISHER AGREEMENT

**THIS AGREEMENT (“AGREEMENT”) IS AN AGREEMENT BETWEEN CAMPUS EXPLORER, INC. (“CE”) AND YOU OR THE ENTITY YOU REPRESENT (“VENDOR” OR “YOU”). THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK AN “I ACCEPT” BUTTON OR CHECK BOX PRESENTED WITH THIS AGREEMENT OR, IF EARLIER, WHEN YOU PROVIDE SERVICES TO CE AS DESCRIBED HEREIN (THE “EFFECTIVE DATE“). YOU REPRESENT TO CE THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (e.g., YOU ARE NOT A MINOR). IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AN ENTITY, SUCH AS THE COMPANY YOU WORK FOR, YOU REPRESENT TO CE THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY. IN ADDITION TO THE TERMS DEFINED ELSEWHERE IN THIS AGREEMENT, PLEASE SEE APPENDIX A FOR DEFINITIONS OF CERTAIN CAPITALIZED TERMS USED IN THIS AGREEMENT.**

### RECITALS

CE provides higher education Internet search and recruitment services which it markets and makes available through the website located at [www.CampusExplorer.com](http://www.CampusExplorer.com) (“Website”). Vendor is in the business of providing marketing and/or lead generation services to its clients. CE desires to engage Vendor to perform certain services for CE as provided herein.

**NOW THEREFORE**, in exchange for the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CE and Vendor hereby agree to the following:

1. **DEFINITIONS.** In addition to the terms defined elsewhere in this Agreement, the terms set forth in Appendix A shall be as defined therein.
2. **INQUIRY COLLECTION, SUBMISSION, VALIDATION AND PAYMENT.**
  - 2.1. Inquiry Collection. Vendor’s collection of Inquiries shall be in accordance with the terms of this Agreement, including the following: (i) Vendor shall use best efforts to submit to CE only valid Inquiries and shall comply with all CE policies and procedures, including the Inquiry Validation Procedures; (ii) Vendor shall make no modifications to any CE Data, URLs, CE Trademarks, code or widget, including source code modifications or otherwise, without the express written consent of a CE officer; and (iii) a CE logo or mark must accompany all physical locations where Inquiry collection occurs.

2.2. Inquiry Submission. Vendor will submit Inquiries to CE using a form and transmission method acceptable to CE and (if applicable) shall implement tracking fields as directed by CE.

2.3. Inquiry Validation and Reconciliation. Once received, CE and/or its partners will determine whether an Inquiry is an Approved Inquiry, including applying the Inquiry Validation Procedures. CE may, in its absolute and sole discretion, reject an Inquiry if CE believes that the Inquiry does not fall within the definition of an Approved Inquiry. Reconciling will occur on a monthly basis, whereby CE will (i) generate and transmit to Vendor information regarding the number of Inquiries submitted by Vendor which are Approved Inquiries within thirty (30) days of the end of the month during which the Approved Inquiry was submitted; and (ii) CE shall make payment to Vendor based on such information as defined in Section 2.4.

2.4. Payment Terms. Unless otherwise provided herein, CE will pay Vendor each undisputed amount generated pursuant to Section 2.3 within forty five (45) days of the end of the month during which the Approved Inquiry was submitted. Additionally, payments to Vendor shall be governed by the following:

- a. If any monthly payment due is less than \$50.00 U.S. (the "Payment Floor"), then CE shall hold any such payments (interest free) until the cumulative amount due to Vendor, from all unpaid amounts, exceeds the Payment Floor, at which time all such monies shall be paid to Vendor within forty five (45) days of the end of the month that the Payment Floor is exceeded. The terms in this paragraph shall not apply following termination of this Agreement, where the amounts due to Vendor shall represent a final payment.
- b. Exclusions. No payments shall be made to Vendor, and Vendor agrees to forfeit any claim to such payments, if CE determines, in its reasonable discretion, that any Inquiry is:
  - (i) Incomplete;
  - (ii) Contains duplicate information in any respect;
  - (iii) Made by a person residing outside of the United States or Puerto Rico;
  - (iv) The product of an offer containing an unapproved alteration;
  - (v) Incentivized;
  - (vi) Fraudulent, involves the use of prohibited conduct or is otherwise invalid;or
  - (vii) In violation of this Agreement.

2.5. No Representations. Vendor shall not make any representations, warranties or other statements regarding CE, CE's websites, CE's policies or practices, or any of CE's products or services unless authorized in advance in a writing signed by a CE Officer.

2.6. Subcontractors. Vendor may use subcontractors to perform its obligations hereunder; provided, however, that Vendor shall (a) ensure that all such subcontractors

comply with the terms of this Agreement (including without limitation compliance with all applicable laws, statutes or other governmental regulations); and (b) be fully responsible for such subcontractors' performance hereunder.

### **3. INTELLECTUAL PROPERTY RIGHTS/ OWNERSHIP OF INQUIRIES.**

3.1. Licenses. Subject to the terms and conditions of this Agreement, CE grants to Vendor a non-exclusive, non-transferable, worldwide, revocable, royalty-free license to: (i) use the CE software provided to Vendor ("Code") to collect Inquiries; and (ii) reproduce, display, and use CE's trademarks, service marks and logos set forth in Schedule 1.1 (collectively "CE Trademarks"), all solely in a form and context approved in advance by CE in writing and solely for Vendor's performance of its obligations under this Agreement. CE reserves the right to require changes in or that Vendor stop Vendor's use of the Code or CE Trademarks, and Vendor agrees to promptly comply with CE's requirements. Vendor may not use the Code or CE's Trademarks in a manner that implies, directly or indirectly, that CE is affiliated with, endorses, or sponsors Vendor, or in a manner that disparages or casts a false light upon CE. All such authorized use of the Code and CE's Trademarks shall inure to the benefit of CE and Vendor understands and agrees that its use of the Code and CE's Trademarks shall not create any right, title or interest in or to such Code and CE Trademarks in Vendor.

3.2. Ownership of Inquiries. Vendor agrees that CE shall own all Inquiries delivered by Vendor to CE, including any information contained therein, and Vendor hereby assigns to CE any and all rights, title and interest therein to CE.

3.3. Advertising. Vendor may create advertising materials promoting CE consistent with terms of this Agreement; provided, however, that all such advertising materials, including without limitation any promotional email messages, must be approved in advance and in writing by an officer of CE prior to any distribution or public display of such material.

3.4. Rules Governing Display Advertising. Vendor shall not promote CE on or through websites, blogs, social media sites or other search/display forums or media, unless Vendor: (1) discloses any and all such websites to CE in writing prior to such promotion; (2) discloses to CE in writing all sites on which Vendor placed links or redirects to the Website, including any representations made on those sites in connection with the link or redirect, prior to such promotion; and (3) ensures that any and all redirects and referring URLs are visible and/or made available to CE for tracking and compliance purposes; provided, requirements (1) and (2) above in this Section shall not apply if Vendor distributes the promotion on: (1) websites owned/operated by a third party and through a reputable third party ad server, or (2) a third party's website where the owner/operator of that website is a public company that is traded on the NYSE or NASDAQ. CE shall have the right to review the website on which such promotion is

made, both before and during any promotion, and may approve or reject any website(s) in its sole and absolute discretion.

#### **4. CONFIDENTIALITY.**

4.1. Confidential Information. Except as otherwise provided in this Agreement, the parties agree that the terms of this Agreement and all information, data, materials or technology received by one party from the other party that is marked as “Confidential” or “Proprietary,” or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential (“Confidential Information”) will be received in strict confidence, will be used only for purposes of this Agreement, and will not be disclosed by the receiving party, or its agents, without the prior written consent of the disclosing party. Each party agrees to use at least the same means to protect the disclosing party’s Confidential Information that it uses to protect its own Confidential Information, but in any event not less than commercially reasonable means, to prevent disclosure to third parties. CE Confidential Information shall include, without limitation, Inquiries and CE Data. Notwithstanding anything to the contrary herein, Vendor shall only disclose CE Confidential Information to Vendor employees and contractors who need to know such CE Confidential Information in connection with this Agreement. Confidential Information will not include information that is (i) already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the receiving party; (iii) rightfully received from a third party without an obligation of confidentiality; and (iv) independently developed without use of the other party’s Confidential Information.

4.2. Destruction of Confidential Information. Upon the termination or expiration of this Agreement, Vendor shall return to CE or, upon CE’s written request, destroy all CE Confidential Information, and shall provide to CE a certification signed by an officer of Vendor that it has complied with this obligation.

#### **5. WARRANTIES.**

Each party represents and warrants that (i) it has all power and authority to conduct its business as presently conducted and that this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms; and (ii) the execution, delivery and performance by that party and its respective subcontractors under this Agreement does not and will not violate any law, statute or other governmental regulation.; Further, Vendor represents and warrants that the collection of the Inquiries and the contacting of the corresponding individuals by CE or its partners as contemplated by this Agreement shall not violate any law, statute or other governmental regulation or the rights of those individuals.

#### **6. INDEMNIFICATION.**



Fax: 310-564-0337

If to Vendor: Contact Information Provided in Vendor account

8.2. Independent Contractor. The parties hereto are independent contractors and neither party is an employee, agent, partner or joint venturer of the other party. Without limiting the foregoing, neither party is authorized to act on behalf of the other, and neither party shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

8.3. Modification. This Agreement may not be modified or altered in any respect except by a writing executed by both parties hereto.

8.4. Assignability. This Agreement is not assignable by either party without the prior written consent of the other party. Notwithstanding the foregoing, CE may assign this Agreement without consent in whole or in part, to any successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of its business, or pursuant to any other transaction in which ownership of more than fifty percent (50%) of its voting securities is transferred.

8.5. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

8.6. Governing Law/Disputes. This Agreement shall be interpreted in accordance with and governed by the law of the State of California, without regard to conflict of laws principles. Any suits brought hereunder shall be brought in the federal or state courts in Los Angeles County. In the event of any claim, action or judicial proceeding arising under this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and expenses incurred. Notwithstanding the foregoing, in the event of a dispute over a payment or any part thereof, Vendor must first submit to CE a written notice detailing the amount disputed and the basis for the dispute. Upon receipt of such notice, both parties shall make reasonable, good faith efforts to resolve the dispute within thirty (30) days following the date of such notice. If the dispute is not resolved within such period, either party may submit the dispute for judicial resolution as herein provided.

8.7. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. No modification of or amendment to this Agreement, will be effective unless in writing and signed by both parties.

**SCHEDULE 1.1**

CE TRADEMARKS

CAMPUS EXPLORER

CAMPUSEXPLORER.COM



## APPENDIX A

**DEFINITIONS.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following definitions:

“Inquiry” means valid, personally identifiable information about an individual, including contact information, that Vendor has produced through verifiable means and in accordance with this Agreement, whereby the individual has expressed an interest in one or more of CE’s offerings and who has consented to be contacted by and to receive promotional material from CE or CE partners and which information has not been previously provided to CE.

“Approved Inquiry” means an Inquiry delivered by Vendor to CE in accordance with the terms of this Agreement, which Inquiry is valid and complete and has been approved by CE as meeting all of the criteria for an Inquiry and for which compensation shall be due to Vendor as provided herein.

“CE Data” means data regarding CE, its employees, customers, suppliers, and any Code (as defined herein) and marketing materials provided to Vendor hereunder, or to which Vendor has access in connection with this Agreement.

“Inquiry Validation Procedures” means those policies, procedures and marketing guidelines set forth in Appendix B and C for the determination of valid Inquiries.



## APPENDIX B

**VALIDATION PROCEDURES.** The following are examples of why an Inquiry may not be an Approved Inquiry:

- Graduation Year (student graduates high school in 201 or beyond (e.g. the following year from the date of the original Inquiry was submitted - student is too young)
- No Program Available (e.g. looking for nursing (RN) program in Oak Park, Ill and there are no schools in an acceptable radius offering nursing programs etc. or there is a school in or near Oak Park but the program of choice is not offered.)
- Out of Area (Schools may purchase inquiries within a certain mile radius of their school.)
- Invalid User Data (bad phone number, email or physical address)
- Unable to Contact (no one answers the phone after repeated attempts)
- Duplicate Inquiry (user already submitted an inquiry to the school)

## APPENDIX C

**MARKETING RESTRICTIONS.** Vendor agrees that it is subject to and shall comply with the following marketing restrictions:

- Vendor shall not provide or offer any incentive in connection with or in exchange for any Inquiry, including without limitation, a chance to win goods or services.
- Vendor shall not make any promise or promotion of salary-related increases or ranges in any copy related to the advertisements or web pages utilized to generate the Inquiry.
- Vendor shall not include any offers of grants, scholarships, financial aid, free money, or other government grants in any copy related to the advertisements or web pages utilized to generate the Inquiry.
- Vendor shall not include any offers or guarantee of employment upon completion of any program in any copy related to the advertisements or web pages utilized to generate the Inquiry.
- Vendors shall comply with all applicable laws, statutes or other governmental regulations governing advertising, including FTC and FCC guidelines.
- Vendor shall not use superlatives e.g. hottest, coolest, greatest, etc. in any copy related to the advertisements or web pages utilized to generate the Inquiry.
- Vendor shall not use registration paths that force the user to submit leads without the underlying intent to do so.
- Vendor shall not bid on or purchase as a keyword or phrase for any search engine or similar technology any CE trademark or service mark (or misspellings or alternate spellings thereof) or any trademark or service mark of a CE partner school, alone or in combination, including, without limitation, any of the following words or phrases: Campus Explorer, CampusExplorer.com, CampusExplorer (collectively, the “CE Brand”). If Vendor is notified by CE that it has purchased or is using a keyword or phrase that CE determines violates this provision, Vendor will immediately stop using such keyword or phrase, and all forms thereof. Vendor shall take reasonable commercial measures to ensure that it shall not take actions that cause harm or injury to the CE Brand or CE partners, affiliates or colleges represented on the CE web site.
- Vendor shall not include the CE Brand or any CE partners’ brand or marks in the title, advertising copy, or display URL for marketing or advertising conducted by search

engine or similar technology. Vendor shall not purchase any domain names that consist of, in whole or in part, the CE Brand or that of a CE partner without express written permission from the owner of that mark.