



Insertion Order

Date: July 6, 2017

Client: UMass Online

To: Som Seng		UMass Online 333 South St, Suite 400 Shrewsbury, MA 01545 Voice: 774-455-7606 Fax: Email: sseng@umassonline.net
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From: Jillian Muntz	Account Manager	Avenue 100 Media Solutions Inc. 1601 Trapelo Road, Suite 202 Waltham, MA 02451 P: 781.683.3384 F: 781.683.3399 E: jmuntz@avenue100.com
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Campaign Dates: July 2017 – September 2017

Campaign Specifics: Cost per lead is open to negotiations throughout year.

Lead Type/Lead Filters	Cost per Lead	Lead Cap	Cost per Month
July 2017	\$19	700	\$13,300
August 2017	\$19	950	\$18,050
September 2017	\$19	500	\$9,500

Avenue 100 Media Solutions Inc. ("Avenue100") agrees to deliver leads to Client in accordance with this Insertion Order ("IO"). Client agrees to receive from Avenue 100 the quantity of each type of lead allocated for the Campaign Period identified above under "Lead Cap". Client agrees to pay Avenue100 for each lead according to rates listed above. Should Avenue100 deliver less than the Lead Cap for the Campaign Period, Client will pay Avenue100 at the rates listed above for the actual quantity of leads delivered to Client. Client will not be responsible for payment for any leads delivered in excess of the Lead Cap for the Campaign Period, but Client may accept and pay for such excess leads at the rates listed above. Client has no right to use or keep unpaid excess leads, and they will be returned to Avenue100 or destroyed. Client will pay only for Valid Leads as identified in the Lead Validity Policy below. References to "the Services" shall include all services provided by Avenue100 in connection with this IO.

Campaign Implementation

Client shall deliver, either by mail, email or facsimile, a properly executed copy of this IO to Avenue100 no later than the 7th day after receipt of this IO. If Client fails to comply, Avenue100 may pause the Campaign and any ongoing services or consider this IO rescinded. Either Client or Avenue100 may terminate this IO with 30 days notice at any time for any reason or no reason. Client agrees upon request to promptly make available to Avenue100 by fax or email data that accurately represents the number of leads Client has received from Avenue100 during the Campaign Period.

Lead Validity Policy

To be a Valid Lead, a Lead must meet all the following criteria: (i) it must be generated in accordance with the applicable IO; (ii) not duplicates of those received by Client from Avenue100 within the prior 30 days; (iii) the consumer must complete the Client's lead form or for telephone leads, have directed that a form be completed on his/her behalf; (iv) the lead must be promptly transmitted to Client after any verification processes initiated by Avenue100; (v) contactable (i.e. have at least one valid form of primary contact, such as a working phone number that is associated with the indicated consumer or a valid email address); and (vi) generated in accordance with applicable laws and regulations.

Invalid Leads are those that exhibit one or more any of the following criteria: (i) have been generated through improper incentives or other contractually or legally prohibited activity; (ii) have not been generated in accordance with the applicable IO; (iii) have been generated through false promises, fraud or misrepresentations; (iii) contain obviously false or invalid contact information including nonsensical names, famous name like "Superman" or names that include profanity; (iv) contain the word "Test" or the name of a client in one of the name or address fields; or (vii) exceeds the maximum allowable Lead Cap under any applicable IO (unless Client chooses to accept the excess leads).

Invoicing / Payments

At the start of each month, Avenue100 will invoice Client for the Valid Leads delivered by Avenue100 to Client during the previous month. Client will pay Avenue100 within thirty (30) calendar days from the date of the invoice.

Liability/Warranty/Indemnification

In no event shall either party be liable for any special, indirect, incidental or consequential damages, or for interrupted communications, lost data or lost profits, arising out of or in connection with this IO, or for claims or actions arising from Client's use of the leads, even if the affected party has been advised of the possibility of the damages. Under no circumstances shall Avenue100 be liable to the other or any third parties for an amount greater than the amounts received from Client under this IO for the Campaign Period.

Each party agrees to indemnify, defend and hold harmless the other party, and in the case of Avenue100, its parent company, and their respective officers, directors, agents, and employees from and against all third party claims, actions, liabilities, losses, expenses, damages, and cost (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings (a) arising out of a material breach by the other party of any duty, representation or warranty under this Agreement, including the use or misuse of Valid Leads by Client; (b) relating to the content or subject matter of creative or other material supplied by the other party, including, without limitation libel, defamation, violation of right of privacy or publicity, infringement of any third party intellectual property right, fraud, false advertising, misrepresentation, or violation of any United States law, statute, ordinance, rule or regulation, or (c) relating to a contaminated file, virus, worm, or Trojan horse originating from the other party or the material or content supplied by the other party.

Avenue100 and Client will at all times comply with all federal, state, and local laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under this IO. Without limiting the parties' obligations to comply with all applicable laws and regulations, any advertisement for educational offers or material designed or initiated by either party will comply with federal regulations 34 CFR 668.71 through 668.75 concerning substantial misrepresentation.

Disclaimer of Warranties

Avenue100 provides the Campaign and the Services "AS IS" and hereby expressly disclaims all warranties, expressed or implied, regarding Avenue100, the Services in all or part, including any implied warranty of merchantability or fitness for a

particular purpose and implied warranties arising from course of dealing or course of performance. Without limiting the generality of the foregoing, Avenue100 specifically disclaims any warranty regarding (1) the number of persons who will access the content of the Campaign and (2) any benefit Client might obtain from the Campaign. Avenue100 does not guarantee continuous or uninterrupted service to the Campaign.

Confidential Information

Confidential Information means any information, written or oral, that relates to either party's business, products, lists, processes, or services, that is designated as confidential or proprietary or that a reasonable party would understand to be confidential or proprietary, with the following exceptions: (i) information that was already known to the receiving party; (ii) information obtained from public or published information; (iii) information received from a third party not known to be employed or affiliated with the disclosing party; and (iv) information which is or becomes known to the public other than through a breach of this IO. Avenue100 pricing, software, and technical documentation related to the Services shall be deemed Confidential Information regardless of any lack of designation.

Each party agrees to take reasonable precautions to guard the confidentiality of Confidential Information of the other party and to limit access to such Confidential Information to each party's employees and representatives who require such access to perform the requirements of this IO. Neither party shall, without first obtaining the written consent of the other party, disclose the terms and conditions of this IO, except as may be required to implement and enforce the terms of this IO, or as may be required by legal procedures or by law.

Intellectual Property

Each party acknowledges that the other party and its licensors own all rights, title, and interest in and to their respective websites and other intellectual property rights used in their business. Client hereby provides Avenue100 with a limited right to use its logos and trademarks solely in connection with this IO, and Client retains the right to approve any such use. Upon payment for a Valid Lead, Client retains the right to the data contained on the specific lead form for marketing its educational services to that prospect. Avenue100 retains all other rights to the consumer data record including, but not limited to, the right to provide relevant marketing offers to consumers seeking information related to education. Client acknowledges that prospects may choose to generate lead forms for multiple educational institutions in a single interaction. Client also acknowledges that Avenue100 retains the right to further qualify leads through a verification process that may involve a minimal delay in the delivery of leads to Client.

Miscellaneous

This IO does not create any joint venture, partnership, agency, or employment relationship between the parties. This IO represents the entire agreement of the parties with respect to the subject matter and supersedes all previous communications, representations, understandings, and agreements, either oral or written between the parties. This IO may not be modified unless expressly agreed to in writing by both parties. All IOs will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflicts of laws. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative. Neither party may assign this IO without the prior written consent of the other party.

Signature of Agreement - Insertion Order Number:

The parties by their authorized representatives have entered into and agree to be bound by the terms of this Insertion Order.

Avenue100 Media Solutions, Inc:

UMass Online:

Jillian Muntz

[Handwritten Signature]

Signature

Signature

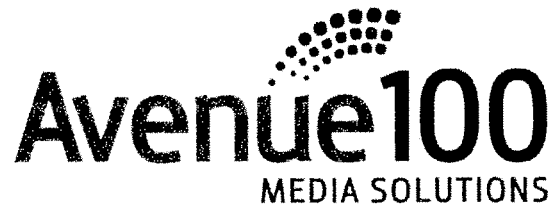
Title: Account Manager

Title: *Director of Operations*

7/7/17

Date: July 6, 2017

Date: _____



Insertion Order

Date: October 6, 2017

Client: UMass Online

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Campaign Dates: October 2017 – June 2018

Campaign Specifics: Cost per lead is open to negotiations throughout year.

Lead Type/Lead Filters	Cost per Lead	Lead Cap	Cost per Month
October 2017	\$19	400	\$7,600
November 2017	\$19	400	\$7,600
December 2017	\$19	700	\$13,300
January 2018	\$19	1000	\$19,000
February 2018	\$19	300	\$5,700
March 2018	\$19	300	\$5,700

April 2018	\$19	1100	\$20,900
May 2018	\$19	1100	\$20,900
June 2018	\$19	900	\$17,100

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The parties by their authorized representatives have entered into and agree to be bound by the terms of this Insertion Order.

Avenue100 Media Solutions, Inc:

UMass Online:


Signature


Signature

Title: Account Manager

Title: D.M

Date: October 6, 2017

Date: 10/12/17