

OFF-CAMPUS HOUSING LISTING SERVICES AGREEMENT

THIS AGREEMENT made the 20th day of February, 2011

Between

PLACES4STUDENTS INC.
(the "Company")

- and -

**RUTGERS UNIVERSITY,
THE DEPARTMENT OF CAMPUS INFORMATION**
(the "School")

WHEREAS the Company provides an online Off-Campus Housing Listing Service providing amongst other things, suppliers of off-campus housing (sometimes referred to as "Advertisers" herein) with a web-based electronic forum for advertising residential premises for rent to students,

AND WHEREAS the Company is willing to provide such a service to the School,

AND WHEREAS the School requires such service and the School desires the Company to provide said services

AND WHEREAS the School agrees to make special arrangements for opportunities for the provision of the services by the Company as otherwise set out herein,

IN CONSIDERATION of the covenants and agreements herein contained the parties agree as follows:

1. The Company agrees to supply to the School a website specific to listing available off-campus housing and ancillary services for the School from time to time in accordance with the terms and conditions of this Agreement.
2. Provide the ability for the Company to link to the existing School's website and give adequate exposure to the Company's link, logo and service description on the School's off campus housing webpage
3. The Company shall be entitled to retain, as consideration for this agreement, the difference between the price charged to an Advertiser for a 14, 28, and 365 day advertisement and the School's share for the advertisement referred to as revenue share and calculated as follows

- a. The School's share with respect to each "General" advertisement paid for by an Advertiser shall be **Proprietary** per 14 day listing. For the sake of clarity, a "General" advertisement is a listing which is posted on the School's webpage in the second property category, located below the Featured advertisements.
- b. The School's share with respect to each "Featured" advertisement paid for by an Advertiser shall be **Proprietary** per 14 day listing. For the sake of clarity, a "Featured" advertisement is a premium priced listing which is posted on the School's webpage in the first property category, located above the General advertisements.
- c. The School's share with respect to each "General" advertisement paid for by an Advertiser shall be **Proprietary** per 28 day listing. For the sake of clarity, a "General" advertisement is a listing which is posted on the School's webpage in the second property category, located below the Featured advertisements;
- d. The School's share with respect to each "Featured" advertisement paid for by an Advertiser shall be **Proprietary** per 28 day listing. For the sake of clarity, a "Featured" advertisement is a premium priced listing which is posted on the School's webpage in the first property category, located above the General advertisements.
- e. The School's share with respect to each "General" advertisement paid for by an Advertiser shall be **Proprietary** per 365 day listing. For the sake of clarity, a "General" advertisement is a listing which is posted on the School's webpage in the second property category, located below the Featured advertisements;
- f. The School's share with respect to each "Featured" advertisement paid for by an Advertiser shall be **Proprietary** per 365 day listing. For the sake of clarity, a "Featured" advertisement is a premium priced listing which is posted on the School's webpage in the first property category, located above the General advertisements.

The minimum retail pricing for the aforesaid 14, 28, and 365 day advertisements shall be:

1. \$29.99 for a "General" 14 day advertisement
2. \$39.99 for a "Featured" 14 day advertisement
3. \$49.99 for a "General" 28 day advertisement
4. \$69.99 for a "Featured" 28 day advertisement
5. \$419.99 for a "General" 365 day advertisement

6. \$589.99 for a "Featured" 365 day advertisement

If the Company and School decide to give away listings for free or charge a price below the above minimum retail costs listed above in sections 1, 2, 3, 4, 5, and 6 to Advertisers for any period, no revenue share will be paid to the School during the agreed upon period. Revenue sharing will commence if and when the price charged to Advertisers for an advertisement is equal to the Company's minimum retail costs listed above. If the School and Company agree to increase the price charged to Advertisers above the Company's minimum retail costs listed above, the additional revenue will be shared between the School and the Company 50/50.

The Company calculates and pays the School's revenue share monthly with net 30 days to pay the School's revenue share of the previous month's sales.

4. Term

The Term of this agreement shall commence as of the date written above and shall continue from time to time, unless otherwise terminated as provided herein for one year, whichever occurs first. The term of this agreement shall be extended each year thereafter, for an additional twelve month term, unless one party provides written notice to the other of termination of the agreement sixty days prior to the end of the then current term.

5. Obligations following termination

Upon termination of this agreement, the Company shall:

- a. Reconvey and release to the School all rights and privileges granted by this agreement;
- b. Cease using the School's trade names and trade marks and thereafter, refrain from holding itself out as the sole and exclusive web based off-campus housing service provider for the School; and
- c. Immediately pay all amounts owing by it to the School and release the information collected within the school's database.

6. Exclusivity of Appointment

Providing that the Company has not breached any of the provisions of this agreement and providing further that the Company diligently and faithfully carries out its duties and obligations imposed on it by this agreement, the Company shall, during the term of this agreement, be the exclusive

provider of web-based off-campus housing listing services for the Department of Campus Information Services and they shall not appoint any other entity to provide said services, nor shall it allow or condone any other web-based off-campus housing listing service provider to advertise or otherwise provide their services on the lands and premises owned by the Department of Campus Information Services

7. Obligations of the Company

During the term of this agreement, the Company shall:

- a. Use its best efforts to advertise and promote its service and to make regular and sufficient contact with the present and future customers of the Company;
- b. Maintain its website;
- c. Service customers when called upon, and
- d. Be responsible for collection of all amounts paid by the Advertisers and accounting of the same to the School

8. Obligations of the School

During the term of this agreement, the School shall

- a. Provide the ability for the Company to link to the existing School's website and give adequate exposure to the Company's link, logo and service description on the School's off-campus housing webpage;
- b. Promote the Company and arrange for advertising to promote the services on Rutgers Television Network and other available free campus venues;
- c. Permit the Company to hold itself out as the sole off campus housing listing service provider for the School, and
- d. Provide assistance to the Company in the research and collection of contact information for previous and potential Advertisers for the off-campus housing listing service and send that information to the Company. This information will be used for marketing purposes and the development of the School's Advertiser database

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto as of the day and year first above written.

SIGNED SEALED AND DELIVERED in the City _____, in the presence of:

RUTGERS UNIVERSITY

Per Kevin Lyons
I have authority to bind the School.

Date of Signature: 10/11/11

PLACES4STUDENTS INC.

Per: [Signature]
I have authority to bind Places4Students Inc.

Date of Signature: 10/11/11