

Publisher:
Tom Staples
dkoppy@metricsdirect.com
(425) 522-1121

Insertion Order#: AM-S-061006-50044
Date: 10/06/2006
Ampere Media LLC, Contact: Chris Wright
Tel: Ext 202
Email: cwright@amperemedia.com

Agency:
180Solutions
Tom Staples
5400 Carillon Point,
Kirkland, WA 98033
P: (425) 522-1121

Advertiser:
180Solutions
Tom Staples
5400 Carillon Point,
Kirkland, WA 98033
P: (425) 522-1121

Billing:
180Solutions

Materials and Tracking:

Materials Due: logos
Materials Due Date: 2006-10-06
Deliver Materials To: dkoppy@metricsdirect.com

Campaign Details:

Campaign Type: CPA
Placement: Other
Start Date: 2006-09-30
End Date: 2007-09-30
Volume: OPEN
Unit Cost: \$2.00
Campaign Total Cost: TBD

Campaign Total: TBD
Due Upon Signing: TBD
Balance Due: TBD

Insertion Order#: AM-B-061006-50044

Terms & Conditions

TERM:

This contract is cancelable by either party on 48 hours advance written notice.

CREATIVE:

All creative is subject to review by Publisher, and Publisher reserves the right to reject any advertisement at any time. Publisher's acceptance of creative shall not be considered an acknowledgement of the legality of same.

ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. Any changes, supplements or waivers to the Agreement must be in writing and signed by authorized representatives of all Parties.

PROHIBITION AGAINST ASSIGNMENT:

Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by either Party without the prior written approval of the non-assigning Party. Notwithstanding the foregoing, either Party may assign this Agreement, together with all of its rights and obligations hereunder, to its Affiliate or as part of a merger, reorganization, change in its ownership or control or the sale or transfer of all or substantially all of its assets, without the other Party's consent. Any attempted assignment in violation of this Section will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the Parties' successors and permitted assigns.

ADVERTISER REPRESENTATIONS:

Advertiser represents and warrants that its performance under this Insertion Order ("IO") will not (a) invade the right of privacy or publicity of any third person, (b) contain any libelous, obscene, indecent or otherwise unlawful material, or (c) otherwise infringe the rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, or other intellectual proprietary or property right, false advertising, unfair competition, defamation, invasion of rights of celebrity, violation of any anti-discriminatory law or regulation, or any other right of any person or entity. Advertiser further represents and warrants that it is and will remain duly licensed, authorized and certified by all applicable governmental regulatory authorities to operate its business.

CAN-SPAM CERTIFICATION:

The undersigned hereby certifies to SilverCarrot, Inc. that (a) it is aware of the new rules and regulations defined and set forth in the Can-Spam Act of 2003("Can-Spam Act"); and (b) the undersigned does not and has not engaged in any conduct prohibited by the Can-Spam Act.

SilverCarrot, Inc. is prepared to accept and utilize all suppression files as reasonably provided. All suppression files must be made available at least 72 hours prior to scheduled mail date and should be made available at such time as the creative.

Please check the box below to indicate your suppression preferences:

Suppression file not available: Initial Here _____

Suppression file to be provided as follows:

CONSUMER FRAUD OR MANIPULATION:

SilverCarrot, Inc. shall not be responsible for payment to Advertiser for any action, including but not limited to emails, impressions, clicks, acquisitions and/or purchases that is reasonably determined to be the result of consumer fraud or manipulation.

Insertion Order#: AM-B-061006-50044

INDEMNITY:

Each party will indemnify, defend and hold harmless the other and its respective employees, directors, officers, agents, shareholders, affiliates and subsidiaries, from and against any and all claims, demands, damages, costs (including, without limitation, settlement costs), losses and expenses (including, without limitation, attorneys' fees and costs) arising out of or relating to any breach of this IO.

OWNERSHIP:

Advertiser exclusively retains all rights, title and interest (including, without limitation, copyrights, trade secrets, trademark, patent rights, and any and all other proprietary rights) in and to any and all elements of its offer (including all promotions thereon).

DISCLAIMER OF SERVICES:

SUBJECT TO THE TERMS THEREOF, ADVERTISER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT ITS SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, PUBLISHER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED BY LAW, CUSTOM OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE. PUBLISHER MAKES NO WARRANTY REGARDING ANY THIRD PARTY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

LIMITATION OF LIABILITY:

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER PARTY, ITS MEMBERS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GOVERNING LAW AND OTHER TERMS:

This Agreement is to be construed in accordance with and governed by the internal laws of the United States of America and the State of New York without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the Parties. Any action related to this Agreement will be governed by New York law. Any action relating to this Agreement shall be brought in the state or federal courts located in New York County, and you hereby submit to the exclusive jurisdiction and venue thereof. You agree to comply with the laws of New York and the United States that apply to the use of this Service and the compensation you may receive. If any part of this Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.

DISPUTE RESOLUTION:

All disputes between the parties relating to this Agreement, except for those for which injunctive relief is sought, may, upon mutual agreement of the parties, be submitted for final settlement by binding arbitration in accordance with the then prevailing Rules of the American Arbitration Association (AAA). Any arbitration shall take place before a panel of three (3) arbitrators (one selected by Advertiser, one selected by SilverCarrot, Inc., and the third selected by the other two arbitrators) in New York County, NY. Any resulting arbitral award may be entered and enforced in any court of competent jurisdiction. The arbitration shall be held in a location mutually agreed upon by the parties. The arbitrators shall have authority to award actual money damages, and specific performance relief in accordance with the terms of this Agreement, but shall not have authority to award exemplary or punitive damages, and the parties expressly waive any claimed right to such damages. The parties shall share the costs and expenses.

FORCE MAJEURE:

Except for obligations to make payment hereunder, neither Party hereto shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by events or conditions beyond that Party's reasonable control and the Party gives the other prompt notice and makes reasonable efforts to perform. A Party whose performance is affected by a force majeure condition shall be excused from such performance to the extent required by such force majeure condition so long as such Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and such force majeure event does not extend beyond one (1) month.

Insertion Order#: AM-B-061006-50044

COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

PAYMENT TERMS:

Publisher's records shall be instructive as to qualified leads passed. Advertiser must dispute the validity of qualified leads within ten (10) calendar days from the date of delivery thereof by Publisher in conformance with the terms of this IO. Leads not disputed as required shall be deemed valid and Advertiser shall be obligated to pay for it in accordance with the terms of this Insertion Order.

All balances due net 15 days from the date of invoice. Make checks payable to: SilverCarrot, Inc.. SilverCarrot, Inc. may impose a late payment penalty equal to one percent (1%) of any overdue balance. Any late payments will also accrue interest equal to one and one half percent (1-1/2%) per month. All accounts net paid within ninety (90) days of the invoice date may be remanded to a collection agency and charged and additional 33% on top of the outstanding balance, or the maximum permissible by law. If Party is an Agency, and Agency does not receive payment from Party within 120 days, SilverCarrot, Inc. may take any and all reasonable measures to secure payment from Principal.

CO-REGISTRATION ADDITIONAL TERMS:

Co-Registration partners specifically agree that they will limit contact with co-registration data provided hereunder to not more than two times per 24 hour period for the initial 60 days from the date the data is provided.

Co-Registration partners further specifically agree that they will not re-sell or otherwise transfer such data provided hereunder for not less than 60 days from the date the data is provided.

It is understood that failure by Co-Registration partner to adhere to this provision will cause SilverCarrot, Inc. significant financial harm. _____ (initial here)

CO-REGISTRATION REPORTING:

If applicable, Advertiser shall provide SilverCarrot, Inc. with co-registration acceptance rates within 72 hours of receiving the data. In the absence of timely reporting, all acceptance levels will be deemed to be 80% of total data passed. _____ (initial here)

LEAD GENERATION ADDITIONAL REQUIREMENTS:

All requests for discontinuation of Lead Generation offers must be received by SilverCarrot, Inc. not later than close of business each Wednesday to be removed by Friday of the same week. It is expressly acknowledged that failure to properly notify SilverCarrot, Inc. to remove such offer will result in that offer being run at least through and including the following Friday. Advertiser is responsible for all valid leads provided during the term hereof and during the time between the discontinue request and actual discontinuance in accordance with this paragraph.

_____ (initial here)

Ampere Media LLC TECH CONTACT:

Name _____

Email _____

Phone _____

ADVERTISER TECH CONTACT:

Name _____

Email _____

Phone _____

Insertion Order#: AM-S-061006-50044

Accepted: Ampere Media LLC

Accepted: _____

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____