

Tim

From: analysts@infosearchmedia.com
Sent: Wednesday, March 23, 2005 6:08 PM
To: timfoust@hotmail.com; analysts@infosearchmedia.com
Subject: Keyphrase List Revised by Planner

Dear Tim,

Thank you for taking the time to review your keywords. I have gone over the modified keyword list you submitted and suggest a few changes.

Click this link to see the new list and the notes I added:

If these keyword phrases look good to you, please approve them so we can begin working on your campaign. You can also make further changes or notes if you need to.

We work to ensure that we are going after the optimum target market for our clients. When choosing keyword phrases, we consider several factors such as the competitiveness of the phrase and the relevancy of the phrase to the main goal of the site.

Once the keyphrases are finalized, a copywriter will be assigned and will begin working on the content immediately.

Your account number is

Thank you,

Bridget Drendel
Infosearch Media
4086 Del Rey Ave
Marina Del Rey CA 90292

Tim

From: analysts@infosearchmedia.com
Sent: Tuesday, March 22, 2005 6:16 PM
To: timfoust@hotmail.com; analysts@infosearchmedia.com
Subject: Tim: Keyphrase Approval Required

Dear Tim,

The keyphrases for your campaign have been planned! You now need to approve or edit the keyphrase list in order for us to move forward.

Click this link to approve/edit the list:

It is imperative that you follow the link above to approve or edit your keyphrases in order for us to expedite your campaign. Once the keyphrases are finalized, a copywriter will be assigned and will begin working on the content immediately.

Here are the upcoming stages of the process that you will be going through:

- Planned (COMPLETED!)
- Keyword Selection Complete
- Assigned To Copywriter
- Content Complete
- Content Edited
- Content Published on Article Insider

On behalf of the InfoSearch Media team, we are excited to get started with this project and develop the content you are looking for. We appreciate your business and the opportunity to work with you.

If you have any questions or concerns now or at any point in the future, feel free to contact us. Your account number is

Thanks,

Bridget Drendel
Infosearch Media
4086 Del Rey Ave
Marina Del Rey CA 90292

Fax: 310-919-3072
Email: scott@infosearchmedia.com
<http://www.infosearchmedia.com/>

Tim

From: scott@infosearchmedia.com
Sent: Friday, March 18, 2005 9:38 AM
To: timfoust@hotmail.com
Subject: Welcome to Infosearch Media, Tim! - PLEASE READ

Hi Tim. My name is Scott Lazuka and I'll be your new Dedicated Account Manager here at Infosearch Media. I'll be responsible for making sure that your campaign gets off to the best possible start and is always performing at its maximum potential.

This email contains the following:

1. MY CONTACT INFORMATION
2. YOUR USERNAME AND PASSWORD (To Access our Client Resource Center)
3. YOUR ACCOUNT NUMBER

1. MY CONTACT INFORMATION:

Feel free to contact me at any time if you ever have any questions about your account. Here's my basic contact info:

NAME: Scott Lazuka
PHONE: 440-254-0626
EMAIL: scott@infosearchmedia.com

2. YOUR USERNAME AND PASSWORD:

The best way to stay informed is to log-in to our Client Resource Center frequently. Once your campaign is up and running, this powerful resource will provide detailed traffic reporting and analysis as well.

To log-in to your account, please visit: <http://www.trafficlogic.com>, and enter the following information:

USERNAME:
PASSWORD:

(Once you've logged in, we encourage you to update your UN and PW to something more easily remembered. Just click the "Edit Your Profile" link.)

3. YOUR ACCOUNT NUMBER

Your account number is

I look forward to providing you excellent customer service while you're a client here at Infosearch Media. Please feel free to contact me at any time with any questions regarding your account.

Sincerely,

Scott Lazuka
Senior Account Manager
Infosearch Media, Inc.
4086 Del Rey Ave.
Marina Del Rey, CA 90292
Direct: 440-254-0626

not act to amend or negate the rights of the waiving party. California Law applies. All disputes will be settled by binding arbitration rules of the American Arbitration Association in Marina Del Rey, California.

17. Tracking Code. TL shall provide client with tracking code which allows TL to track the visitors [sales or leads (depending on Action Type selected)] which TL has delivered to client. Client recognizes that placement of this code onto his/her website requires a minimal amount of effort on their part. Client also understands that the tracking code is necessary to provide accurate reporting. If client does not properly place code on their site within 14 days from the date the traffic flow begins, campaign shall automatically shift to a Cost per Click cost structure with pricing set at TL's then-current market pricing.

If less than 5 confirmed unique actions are generated from any 500 consecutive visitors delivered to the Client website by TL, the billing rate shall be converted to a CPC rate equal to 10% of the contracted CPA Action rate.

Client

By : Tim Foust

(Signature of person)

Date : March 18, 2005 9:02:20 AM

7. Pricing and Payments. The client shall pay TL the agreed upon Cost per Action amount for each visitor which arises from the traffic which TL delivers to client's website. All payments due hereunder are in U.S. dollars and are exclusive of any applicable taxes. Client shall be responsible for all applicable taxes. At any time, client may apply any unused portion of the remaining funding amount towards the purchase of Content Logic or Topic Logic pursuant to a separate agreement between TL and client. Immediately following selection thereof, Client shall deposit the funding amount according to campaign package selected. A non-refundable activation fee associated with each package shall be charged against the package funding amount based on the following formula: 20% of the package funding amount selected plus \$10 per page of content to be developed. The remaining portion of the funding amount shall be applied toward purchase of relevant visitors on a Cost per Action basis.
8. LIMITATION OF LIABILITY. Under no circumstances shall TL be liable in any way to client as a result of the services provided by TL under this agreement or arising from any claim relating to this agreement or the subject matter hereof. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary and punitive damages whether such claim is based on express or implied warranty, contract, tort (including negligence), or otherwise even if TL has been advised of the possibility of such damages. Such limitation of liability shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.
9. DISCLAIMER OF WARRANTIES. Except as expressly set forth in this agreement, there are no warranties, express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose.
10. Termination. TL reserves the right to terminate this agreement at any time and for any reason during the campaign. Should termination of this agreement occur by TL without cause, client shall be refunded their total remaining balance in their account at time of cancellation by TL, less any amounts owed by client to TL under this agreement.
11. Proprietary Information. TL has and shall retain all title, copyright, patent and other proprietary rights to its technology and other proprietary information and client does not acquire any rights, express or implied, in such technology and other proprietary information, other than as specified in this agreement.
12. Confidentiality. Client shall consider all information furnished by TL to be confidential and shall not disclose such information to any other person, or use such information itself for any purpose other than as contemplated by this agreement without the prior written consent of TL.
13. Force Majeure. With the exception of payment obligations under this agreement, neither party shall be liable for any loss, damage or delay resulting from any cause whatsoever beyond its reasonable control ("force majeure").
14. Severability. If any portion or provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
15. Entire Agreement. This agreement, inclusive of the Insertion Order and these Terms and Conditions, constitutes the sole understanding and agreement between the parties with respect to its subject matter and supersedes any prior or contemporaneous oral or written discussions, agreements, understandings or correspondence regarding such subject matter.
16. General. Client is responsible for providing keywords for this campaign or can elect in writing sent to TL to have TL work on creating keyword phrase list. If client chooses to submit the list of keyword phrases, or elects to have TL create the list of keyword phrases more than five business days after initiating campaign with full or initial installment payment, as applicable, and signed contract (electronic or hard copy), the sixty day period written in section five of the terms and conditions will begin after the final keyphrase list has been approved by TL and client. This Agreement may be amended only in writing executed by a duly authorized representative of each party. Any dispute hereunder will be negotiated in good faith between the parties within 45 days commencing upon written notice from one party to the other. The waiver of any breach or default of this agreement will not constitute a waiver of any subsequent breach or default, and will

Tim

From: ben.chacon@infosearchmedia.com
Sent: Friday, March 18, 2005 9:02 AM
To: timfoust@hotmail.com
Subject: Welcome to Traffic Logic!

Tim,

I wanted to welcome you to Traffic Logic and let you know that I'm here if you ever have any questions with your account.

I've included a copy of your Terms of Service below. (These are the same terms from your sign up screen - I just wanted you to have a copy for your records.)

Again - thanks for coming on board. I'm eager to show you what we can do for 2savemoney.com.

Take care,

Ben

InfoSearch Media
4086 Del Rey Ave.
Marina Del Rey, CA 90292
Phone:800-388-1680 Ext. 7381
Fax: 310-919-3072
Email:ben.chacon@infosearchmedia.com

1. Term. This agreement (inclusive of the Insertion Order and these Terms and Conditions) will commence following receipt and acceptance of Insertion Order by Traffic Logic, Inc., a California corporation d/b/a Infosearch Media (TL). Upon depletion of original funding amount and all available credits (if any), client may take one of the following actions:
a. Do nothing; and this agreement will terminate. (Traffic to client's website will cease.)
b. Add funds to the account. (If proper funds added at time for renewal, Traffic will continue at designated Cost Per Action amount determined at time of renewal until depletion of the account or earlier termination of this agreement as provided herein).
2. Traffic Delivery. TL will use its proprietary technology to place contextual hypertext-links which lead to client's website on related web properties. The intent is to deliver qualified visitors to client's website from individuals conducting searches on various search engines, including but not limited to Yahoo, Google, AOL, Netscape, MSN, Ask Jeeves, Lycos and others.
3. Reporting. TL shall provide client with online, 24/7 traffic reporting and analysis.
4. Sales Promotion. As part of our current sales promotion, client's account shall be credited with free bonus Actions detailed per package number selected, provided that credit shall be applied to Actions generated after the Actions purchased under the selected campaign package have been delivered to the client.
5. Guarantee. Subject to force majeure, as defined below, if TL content, which client is sponsoring, is not published on the Article Insider content network within 60 days from the date that TL receives payment and signed contract (electronic or hard copy), client shall have right to receive an immediate refund of the full initial funding amount (inclusive of the activation fee), provided that such right may only be exercised within fifteen (15) days following expiration of the 60-day period. Typical time frame is approximately 21 days from initiation of campaign. Actual time will depend on subject matter and complexity of the content.