

CHECKCALL™ SERVICES AGREEMENT

Date: _____, 2005

OAC: OAC LLC, an Oregon limited Liability Company

User: _____, _____ Corporation.

OAC offers certain web-based tools and services that assist businesses in complying with “do-not-call” and/or “no-call” (“DNC”) lists and rules, which tools and services are referred to as “CheckCall.”™ CheckCall, and the services provided by OAC in connection with CheckCall, are collectively referred to as the “CheckCall Services.”

User wishes to receive the CheckCall Services, and OAC agrees to provide the same, on the terms and conditions of this CheckCall Services Agreement (“Agreement”) and the other agreements and documents referenced herein.

1. USE OF SITE; STANDARD TERMS OF SERVICE. The CheckCall Services are provided on and subject to the terms and conditions of this Agreement and the CheckCall Standard Terms of Service (“TOS”), which are located on the Internet at <http://checkcall.ocmusa.com/tos/tos.htm> The TOS, as they may be amended, restated or updated from time to time by OAC in accordance with their terms, are by this reference incorporated herein and made a part hereof.

2. CHECKCALL FEES. User agrees to pay OAC for the CheckCall Services as follows:

Standard CheckCall Services	\$199.00/Month
Standard CheckCall Setup fee	\$399.00
Reverse Lookup 2500 query per month limit	Included

Such fees shall be for a single location, which location is designated in the signature block below. Only employees of User working at the designated location may access the Site and receive the CheckCall Services, unless OAC otherwise agrees in writing. Fees shall be payable in full upon execution of this Agreement, and shall be nonrefundable and deemed earned upon execution of this Agreement; provided, however, **if User is dissatisfied with the CheckCall Services and so notifies OAC within 30 days after the date of this Agreement, OAC will reimburse User for all fees it paid, less OAC’s out-of-pocket expenses incurred with respect to User.** Also, if OAC ceases providing the CheckCall Services or substantially similar services, OAC will refund a pro-rata share of any fees paid upon execution of this Agreement. If after execution of this Agreement User adds DNC lists or additional services, the fees for the same shall be payable within 10 days of the invoice due date.

3. TERM. The initial term of this Agreement shall be one year. The term shall thereafter automatically renew for successive periods equal to the length of the initial term, unless either party gives the other written notice of nonrenewal at least 90 days prior to expiration of the then-current term.

4. MISCELLANEOUS. User shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of OAC, which may be granted, withheld or conditioned in OAC’s sole and absolute discretion. This Agreement shall be governed by and construed under Oregon law (without regard to conflicts of laws principles), regardless of whether User resides or transacts

business with OAC in Oregon. User hereby consents and agrees that the Courts of Multnomah County, Oregon or, at OAC's option, the United States District Court for the District of Oregon, shall have jurisdiction to hear and determine any disputes between the parties relating to this Agreement. User further consents in advance to such jurisdiction and waives any objection it may have based upon lack of personal jurisdiction, improper venue or *forum non-conveniens*. This Agreement may not be modified or amended, except by an instrument in writing signed by the party against whom the modification or amendment is sought to be enforced. This Agreement and the TOS in effect from time to time set forth the entire agreement and understanding of the parties and supersede all prior agreements and understandings relating to the subject matter hereof. If any party hereto brings an action or proceeding for the declaration of the rights of the parties hereunder, for injunctive relief or for an alleged breach or default of, or any other action arising out of the Agreement or these TOS, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding (including any bankruptcy case), in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

The parties have executed, or cause their duly authorized representatives to execute, this Agreement as of the date first written above. The party executing this Agreement on behalf of User represents that he or she is authorized to do so.

<p>OAC:</p> <p>OAC LLC</p> <p>Signature: _____</p> <p>Name (Print): _____</p> <p>Title: _____</p> <p>Address for notices:</p> <p><u>950 NE Hogan Road</u> <u>Gresham, OR 97030 USA</u></p> <p>Telephone No.: <u>1-888-481-3727</u></p> <p>Facsimile No.: <u>1-503-296-2211</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Standard Services 1yr Payments of \$199.00/Month</td> <td style="text-align: right; vertical-align: top;">\$2388.00</td> </tr> <tr> <td>Onetime setup fee -</td> <td style="text-align: right; vertical-align: top;">\$399.00</td> </tr> <tr> <td>Total Due</td> <td style="text-align: right; vertical-align: top;">\$2787.00</td> </tr> </table>	Standard Services 1yr Payments of \$199.00/Month	\$2388.00	Onetime setup fee -	\$399.00	Total Due	\$2787.00	<p>USER:</p> <p>_____</p> <p>Signature: _____</p> <p>Name (Print): _____</p> <p>Title: _____</p> <p>Designated Location Address and Address for Notices:</p> <p>_____</p> <p>_____</p> <p>Telephone No. _____</p> <p>Facsimile No. _____</p> <p>Authorized Contact (name, telephone number, facsimile number, and e-mail address):</p> <p>_____</p> <p>_____</p> <p>_____</p>
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