

EXHIBIT “C”



LTECH GOOGLE SEARCH APPLIANCE ORDER FORM

CONTACT:	Mr. Chris Diggs	Quote# MA0801
COMPANY:	Market America, Inc.	Effective Date: Jan. 29, 2008
ADDRESS:	1302 Pleasant Ridge Road	
ADDRESS:	Greensboro, NC 27409	
PHONE, E-MAIL:	336-544-6379, chrisd@marketamerica.com	PLEASE FAX TO: 732-559-7122

GOOGLE PRODUCT	QTY	COST EA.	DOCUMENT COUNT	EX COST
GB800815MDNSTD (2 Yr Support Production GSA)	1	\$550,000	15 Million documents	\$550,000
SUP-8008-PREM-DN* (2 Yr Sup. Must be licensed w/ Std unit)	1	\$325,000	Prem Sup. Hot Backup15MM	\$325,000
GB10013M-HOTSTD (Non-Production Units for Testing)	2	\$ 20,000	3 MM Doc Dev., Testing	\$ 40,000
			TOTAL	\$915,000

*** Hot-backup units are licensed for backup and/or development purposes only, and cannot be deployed in a load-balanced or production scenario. All Premium support packages INCLUDE a HOT backup box for production use
HOT Backup Box required to be used as production backup.

*The Premium Support provided for herein applies to all additional Google product units purchased by End Customer from Reseller.

For a period of two years from the Effective Date of this Order Form, Reseller agrees to sell to End Customer, upon the request of End Customer:

- i) Additional Google 8008 search product licenses at a price of \$450,000.00 each (prorated as set forth below);
- ii) Additional Google 8008 search product hardware and licenses at a price of \$550,000 each; provided that the Google 8008 search product hardware has not been discontinued or upgraded to a new model, and is otherwise available for sale at that time; and
- iii) Google search products, other than the Google 8008 search product licenses and hardware, at no more than 5% more than current price per document.

Each additional Google 8008 search product license (under subsection (i) above) and each Google 8008 search product hardware and license (under subsection (ii) above) purchased by End Customer hereunder shall provide an additional 15 million documents to End Customer's search product capacity.

**All prices for additional licenses, including, without limitation, licenses for the Google 8008 search product and licenses for other Google search products, shall be prorated over a two (2) year period, for up to 18 months from the Effective Date of this Order Form. Any additional hardware purchased will begin under a new 2 year period.

Following is an example for illustrative purposes only: Provided the Google 8008 search product is available at the time, if End Customer requests an upgrade to its document search capacity to 30 million in 3 months, 45 million in 6 months, 60 million in one year, 75 million in 14 months and 90 million in 16 months, Reseller would charge Market America as follows:



Google™



License upgrade at 3 months:	\$393,750
Hardware and license upgrade at 6 months:	\$550,000
License upgrade at 1 year:	\$225,000
Hardware and license upgrade at 14 months:	\$550,000
License upgrade in 14 months:	\$187,500
Hardware and license upgrade at 16 months:	\$550,000

The Google Products include on-site installation by Google, half day of training, and Google's premium support which can be viewed at http://support.google.com/enterprise/doc/gsa/terms/tssg_gsa_combined_jun07.html

ADDITIONAL LTECH SUPPORT:

In addition to Google's second line support, LTech will provide first line support to Market America, as set forth at http://support.google.com/enterprise/doc/gsa/terms/tssg_gsa_combined_jun07.html i, including, without limitation, the following:

Remote maintenance access via support call and VPN
 Pager response: 30 minutes, 24/7 for critical issues
 Phone support for Sev0 (system down) issues, 1 business hour response time
 8 business hour/next business day response time for Sev1-Sev3 issues
 LTech hours of operation are 8 am to 5 pm Eastern Time on business days.

PAYMENT:

Payment for **PRODUCT (Google Search Appliance)** under this agreement are due at time of order to Reseller.

All payments due are in U.S. dollars unless otherwise indicated above. Payments are to be made via wire transfer and must include the following instructions:

Sun National Bank, 226 Landis Ave., Vineland, NJ 08360, Contact: 800-691-7701

LTech Consulting, LLC, Transit #: 031206420, US\$ Account#: 4751025880

TERMS:

LTech ("Reseller") will provide first line technical support to Market America, Inc. ("End User" or "End Customer"), as set forth herein. Such "first line technical support" shall be deemed to include all End User support activities, including, but not limited to, acknowledgment, documentation, research, diagnosis, reproduction, on-site services, and Fix of End User Support Incident as deemed necessary to resolve Support Incident from End User. In the event the parties determine that remote access or onsite access to End User's Product is required by Google to either install or to resolve the Support Incident, Reseller shall facilitate End User's agreement to ensure remote or onsite access is provided by the End User. If not resolved by Reseller, escalations from End Users shall be submitted to Google by Reseller via Google's online support submission tool, and may be followed up by Google via email or telephone/pager. Google shall provide problem resolution assistance via Google's designated web site and Reseller shall provide all relevant End User problem background data. Google will provide such support for the Google licensed term of the appliance.

Google, upon registration of End Customer appliances purchased with premium support, will provide to End User via Reseller, contact information for accessing Google directly for support for Serving Down / Severity Zero issues should assistance be required after Reseller's support hours. All other support requests should be submitted to Reseller and not to Google.

In the event that a replacement unit or onsite repair is required, it will be provided to End User by Reseller or by Google. Google will provide replacement equipment to Distributor for such purpose pursuant to its then current RMA policy in place. Reseller shall apply commercially reasonable means to diagnose any Hardware defects and determine whether a replacement or repair is the necessary course of resolution of the End User Support Incident. Reseller is expected to also follow all instructions provided by Google to ensure that a replacement is necessary.



MARKET AMERICA, INC.: ("End User")

LTECH CONSULTING, LLC: ("Reseller")

By: [Signature]

By: _____

Title: Executive Vice President

Title: _____

Address: 1302 Pleasant Ridge Rd.

Address: 4000 Route 66

Greensboro, NC 27409

Tinton Falls, NJ 07753

Telephone: 336-605-0040

Telephone: (919) 841-6680

Facsimile: 336-605-0041

Facsimile: (732) 559-7122

Date: February 4, 2008

Date: _____

SHIPPING INFORMATION, if different than above:

SPECIAL INSTRUCTIONS:

PLEASE FAX TO: 732-559-7122