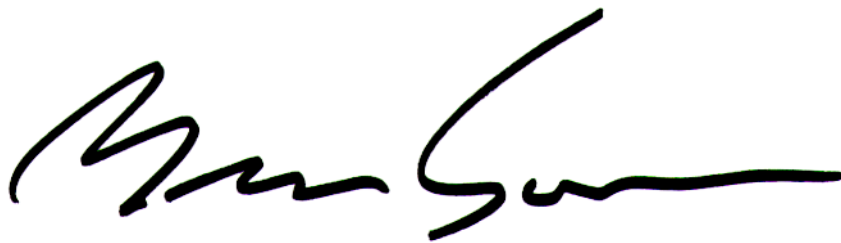


Scherr Technology

Proposal to
Your Company
for yourcompany.com
3.20.07

Thank you for this opportunity.

A handwritten signature in black ink, appearing to read "Brian Scherr". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian C. Scherr
Scherr Technology
E: brian@scherrtech.com
<http://www.scherrtech.com>

It's All About You!

Good design means creating the best experience for your visitor. Creating that experience means a website must be easy to use, download fast, and encourage visitors to take action!

Make Users Take Action

Once your site is easy to use and downloads rapidly, your next goal is to get your visitor to take action and engage in your business. Strategically designed pages and content make the difference.

Cross Browser Compatibility.

Our agreement contemplates the creation of a web site viewable by IBM/PC or Macintosh - Netscape v4.xx, v6.xx - Microsoft Internet Explorer v5.xx, v6.xx - Safari v1.xx. Compatibility is defined herein as all critical elements of each page being viewable browsers. Client is aware that some advanced techniques on the Internet, however, may require a more recent browser version and brand or plug-in. Client is also aware that as new browser are developed, the new versions may not be backward compatible.

Design Credit.

Client agrees that the Developer may put a byline in the code and on the bottom of their index.html web page establishing design and development credit. Client also agrees that the web site created for the Client may be included in the Developer's portfolio.

Hard Copy Deliverable

The Developer will burn one copy of the Client's web site into a CD/DVD at the Client's request upon completion of the site. Additional copies are available for \$25.00 each.

Assignment of Project

The Developer reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. The Developer warrants all work completed by subcontractors for this project.

Your Website is a Business Tool

Your website should not be an expense but an investment. Your website should clearly provide your business with benefits that outweigh the costs. Your website is a business tool.

Get Creative Solutions

What would it be worth to be able to apply your great ideas right into your website? How would you like to take your unique business ideas and make them real? "Out of the can" type websites are limited to what they can accomplish. Custom website design is tailored to your needs.

Additional Expenses.

Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. We include meetings or consultations of up to 3 hours in total free of charge. Telephone long distance charges are in addition to package rates quoted. Additional meetings and consultations will be billed at our hourly rate.

Laws Affecting Electronic Commerce.

The Client agrees that it is responsible for complying with the laws, taxes, and tariffs related to e-commerce, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Internet electronic commerce. Client also understands that the Developer cannot provide legal advice.

Copyrights and Trademarks

The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Client's web site are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

Project Scope

Website strategy, design and implementation for yourcompany.com, the premier Internet website. Establish a unique, professional online style with an emphasis on extending the yourcompany.com brand. Proposal includes Web Form and Direct Email software engines for capturing and leveraging user base. Site will be video enabled and feature homepage flash animation. Custom ecommerce storefront features "low overhead" transparent reseller accounts, Paypal for disks, books and fees & CafePress for merchandise. Deliverable will be functional website uploaded to server and one DVD copy of all site versions and raw material. Offering includes hosting configuration and site use instruction. Modifications to proposed project or additional services are available upon request. Additional hours are available for \$100/hour.

Website Research and Design

- Competition analysis and recommendation
- Sitemap and content proposal
- Color compositions of site look and feel (aesthetic mockups)

Website Development and Implementation

- Content creation and organization
- Flash animation and development
- User interface design (information architecture), menu creation
- Graphic design, image editing, creation and optimization
- HTML, Javascript and CSS programming
- CGI HTML Web Form engine (see page 4)
- PGP HTML Direct Email engine (see page 4)
- Video Enabled Website (see page 4)
- CaféPress Ecommerce integration and custom storefront (see page 4-5)
- Paypal Ecommerce with setup and custom storefront (see page 4-5)
- Instruction on how to use the new site and its tools

Website Marketing

- Google AdWords Brand Campaign (see page 4)
- Meta keyword and description review and search engine submission

Cost for Services

\$xxxxx.00

Payment of the total amount is required to commence work. Once the signed contract and payment is received, basic site design concepts will be developed and put online for the Client's viewing and approval. Rollout schedule will be determined by inception of project. Feature set, availability and approval response time are all variables. All content should be provided in electronic form, MS Office documents, emails, scanned photos, etc. Clients should continually view updates to the site and express their preferences or modifications to the Developer. Upon completion of the web site, an email will be sent to the Client advising the Client that the work has been completed. Approval is required before go-live/turnover.

Website Features

Web Form Engine (~~Optional, Add \$750~~) (Included)

An advanced solution to manage and process HTML forms on your website. Using this web form engine you now have the ability to capture and save prequalified information to a file for later marketing use. The ability to send branded HTML emails, utilize custom fields and keep data already entered gives you total control. The Web Form Engine feeds the Direct Email Engine with qualified leads.

- Send HTML branded email responses to web inquiries
- Required Fields and verify email address entered
- CSV / Text File Logging of Data entered

Direct Email Engine (~~Optional, Add \$750~~) (Included)

Install and configure a HTML direct email engine for use in marketing, promotion and communication of news and information. Send unlimited HTML emails to an unlimited number of email addresses! Use of an HTML marketing email is considered among the top tools to build community and retention among end users. Simply put, the HTML email is the best way to "remind" end users of your products and keep them included. Features include:

- Send Customizable HTML emails to users in your subscription database
- Send Unlimited Email Newsletters & Promotions
- Import / Export User Data & Lists

Video Enabled Website (~~Optional, Add \$2450~~) (Included)

Your website will get the ultimate upgrade when Scherr Technology shoots, produces and/or embeds video in your website. Perfect quality video that talks about your website's purpose and mission, answers questions and brings your end user closer than ever before. We start with professional lighting and digital video equipment, edit the content using the latest software and embed the video in your website. Using an efficient all digital workflow, 3CCD HDV cameras and direct to disk recording allows us to ensure the highest quality production values.

Google AdWords Brand Campaign (~~Optional, Add \$1450~~) (Included)

AdWords™ is an excellent way to enter the online advertising world. Scherr Technology will establish and configure a Google AdWords™ brand campaign using keywords that are relevant to your brand and monitor the campaign. The Google Network reaches more than 80% of Internet users.* You can target your ads by countries, regions or cities, ensuring your AdWords ads will help you acquire new customers, from among your target audience. You choose where and when you want your ads to run and optimize the performance of your ads to get the maximum return on your investment. Visit www.google.com for more info.



Ecommerce Integration (~~Optional, Add \$2450~~) (Included)

Integrate an effective ecommerce component for sale of products and services. Custom ecommerce storefront features "low overhead" transparent reseller accounts (Paypal for disks, books and fees & CafePress for merchandise) seamlessly integrated in your sites design. Features a custom storefront. End users can send payment electronically via Visa, Master Card, Discover, Amex and eCheck. Multiple products can be handled in unison. Once established, these ecommerce engines are easily modifiable for future needs.



Paypal - Sell DVD's, CD's, books, class/facility fees or collect donation and dues. Includes configuration and setup. Fee of \$0.30 USD is charged for all payments. PayPal doesn't charge the extra fees that you might have with a merchant account, like setup fees, monthly fees, and gateway fees. Our fees are only applied when you receive money. For more information visit Paypal.com



CaféPress - Sell Merce Cunningham Dance Company merchandise online without any overhead costs. At CafePress.com, you can create and sell a variety of customizable products with zero upfront costs and zero inventory investment. Includes design and configuration for 5 sku#. Produces each item when ordered using our unique print-on-demand technology. Handles all payment transactions including major credit cards, ships your products worldwide & manages all returns/exchanges.

Comprehensive Marketing & Partner Program (Optional, Add \$5400)

Scherr Technology will perform a comprehensive search of the Internet for advantageous marketing and partnership opportunities. Opportunities include complimentary businesses, industry portals, community websites and more. We will then contact these opportunities for you. Once the partnership is approved (if needed), then we implement the trade or post and provide artwork and follow up. Be it reciprocal linking or a co-branded marketing campaign with a vertical industry, we will find you the opportunities to make your website a success. Deliverable includes a report of all partnerships and their status.

Online Contest / Giveaway Promotion (Optional, Add \$1750)

Have your next contest, sweepstakes, or giveaway online! Scherr Technology will design and create an online promotion with a prize. We will then leverage you email lists and send a branded image rich HTML email right to your endusers inbox. People can then enter directly from the email. Generate great results with a prize as simple as an iPod!

Web Development and Design Contract

Website strategy, design and implementation for yourcompany.com, the premier Internet website. Establish a unique, professional online style with an emphasis on extending the yourcompany.com brand. Deliverable will be functional website uploaded to server, one DVD copy of site and raw material. Offering includes hosting configuration and site use instruction.

Cost for Services

\$xxxxx.00

Terms of Agreement for Your Company, Client

Authorization

The above named client is engaging Brian C. Scherr, located at 131 Reed Dr. Studio 100, Roslyn NY 11576, as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site. Hereafter, the client will be known as the "Client" and Brian C. Scherr will be known as the "Developer." This agreement covers the design, creation and marketing of web pages as specified in the Cost of Services. The client agrees to abide by the terms specified in the attached proposal.

Ownership to Web Pages and Graphics

Copyright to the finished assembled work of web pages produced by the Developer and graphics shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project. All materials developed under this contract and intended for publication to the web remain the property of Developer until such time as final payment for the work described herein has been tendered by Client. At this time, all materials become the property of Client and may be used by them, as desired.

Cancellation

Cancellation of the project at the request of the Client must be made by certified letter. In the event that work is postponed or canceled at the request of the Client the Developer shall have the right retain the original deposit. In the event this amount is not sufficient to cover the Developer for time and expense already invested in the project additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification via registered letter to stop work. Final payment will be expected under the same terms as listed in the Development/Payment Schedule.

Limited Liability

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Developer. Abusive and unethical materials and uses include, but are not limited to, obscenity, harassment, any illegal activity, advocacy of an illegal activity, and any infringement of privacy. Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material or use of those materials. It is also understood that the Developer will not publish information over the Internet that may be used by another party to harm another.

Indemnification

Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's development of the Client's web site. This includes Liabilities asserted against the Developer, it's subcontractors, it's agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns. Client also agrees to defend, indemnify and hold harmless the Developer against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

Nondisclosure

The Developer, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.


Arbitration

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator suitor pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Developer.

Entire Understanding

This contract and the Appendices attached thereto constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Developer. Specific details of our agreement are specified in the Cost of Services. Both parties warrant that they have read and understand the terms set forth in this agreement. This agreement shall be governed and construed in accordance with the laws of the State of New York.

On behalf of the Client _____ Date _____

On behalf of the Developer  _____ Date 3.20.07