

TheWebJockeys.com™

a Division of

WorkMeasurement Systems, Inc.

*The Web & Print / Design / Photography pros
who focus on your needs.*

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January 9, 2009

Al Romanelli, Director of Marketing
Cardiology Consultants, P.A.
University Office Complex
252 Chapman Road #150
Newark, DE 19702

Proposal and Service Agreement for Cardiology Consultants, P.A.

Dear Al,

TheWebJockeys.com looks forward to working with you, all of the doctors, Phil Chapman -CEO, Judy Golt - Director of IT, and the rest of the staff to complete development of the new, comprehensive and informational Web site for your practice, Cardiology Consultants, P.A.

A. BACKGROUND.

Cardiology Consultants, P.A., is a medical practice throughout the State of Delaware in New Castle County, Kent County, and Sussex County that offers a lot to the communities in which it conducts activity:

- A highly respected practice that advertises itself to the community as Cardiology Consultants, P.A. and which is known for its caring, state-of-the-art approach to a wide range of issues involving the medical field of cardiology
- Knowledgeable doctors, nurses and staff who are good communicators, who let their patients know that they'll be receiving the highest level of care
- Doctors on staff at a number of hospitals throughout the State of Delaware.
- Multiple conveniently located modern offices throughout the State of Delaware

Beginning 12/30/2008, discussions regarding this project have taken place by e-mail and telephone between Bruce A. Cohen of TheWebJockeys.com and Al Romanelli, Director of Marketing of Cardiology Consultants, P.A. Al Romanelli requested the following Web services that include, but are not limited to:

1. TheWebJockeys.com taking over the responsibility for completing an incomplete Web site development project. This project consists of the initial development and hosting of a new Web site for Cardiology Consultants, P.A initiated by a different Web site developer who will no longer be involved in this project.

2. Bruce Cohen inspecting the existing incomplete site content. On 1/02/2009, Al Romanelli e-mailed to Bruce Cohen for his inspection a copy of the Web site folder with

existing incomplete site content of this project originally developed for Cardiology Consultants by another Web site developer. To date, Bruce has posted that content in Web space of TheWebJockeys.com that is accessible privately, and both Bruce and Al have examined this content online and believe its functionality is reasonably complete. Nonetheless, both Bruce and Al agree that, in the future, problems of a technical nature or problems regarding content nature may possibly arise that are in no way the fault of TheWebJockeys.com or Bruce A. Cohen.

3. Sufficient completion of the site for expeditious public launching to replace the practice's old site. At its present state of initial development, the new project still requires completion of certain currently-known and documented edits, completion of certain technical features of the site, and addition of certain features to the site before it will be ready for launch as a reasonably-functional Web site accessible to the public.

4. Hosting of and maintaining of the new site by TheWebJockeys.com. Al Romanelli requested that after completing such initial development of the new Web site broadly outlined above, TheWebJockeys.com should providing Web hosting for the new Web site in the Web space of TheWebJockeys.com, and also provide on-going maintenance of existing pages of the site.

5. Assistance in changing all Web technical settings necessary to re-point the primary domain name owned by the practice, cardioconsultants.net , so that it will point to the Web server space to be provided by TheWebJockeys.com where the new site will be hosted. This domain name currently points to a different Web server space where the practice's old site is hosted that was developed by yet a different Web site developer.

6. A listing of optional upgrades, additions, and enhancements to the new site including the cost for each optional enhancement. The new site that will be launched expeditiously has several known flaws and is missing important features. Since this new site, like all other Web sites, is a living and breathing creature, it should continue to grow and flourish over time.

7. The maintaining of a close and responsive working relationship. By working together, both Al Romanelli and Bruce Cohen believe that they can achieve a new, significant presence on the Web for Cardiology Consultants, P.A.

B. PROPOSAL.

This proposal from TheWebJockeys.com division of WorkMeasurement Systems, Inc., ("TheWebJockeys"), a software company, describes Process & Services and also the Fee Schedule for Completing the Development of, Launching and Maintaining a new Web site for Cardiology Consultants, P.A., ("Cardiology Consultants"), a cardiology practice with administrative offices at University Office Complex, 252 Chapman Road #150, Newark, DE 19702. Based upon discussions beginning 12/30/2008, the new Web site will be designed to communicate to other doctors, as well as prospective and current patients and their families. At all times it will convey the experience, knowledge, warmth and care offered by Cardiology Consultants. The parties' intent is to initially launch the new site as quickly as possible. As time allows, the initial site can be expanded with optional features to include all of the following objectives recommended by TheWebJockeys:

- attract new referrals from physicians
- recruit new physicians and staff
- attract new patients

- provide knowledge to patients in lay language regarding cardiology issues, diseases, and treatments
- save time for staff
- make the first visit to the site worthwhile so visitors will return to it in the future
- assure successful site development by means of a collaborative effort by both TheWebJockeys and Cardiology Consultants
- *optionally* provide referring doctors and patients with additional forms and other materials as PDF files that can be downloaded as clear copy using the free Adobe Acrobat Reader.
- use *optional* Fillable .PDF technology offered by TheWebJockeys that allows site visitors to type directly into the "frozen" design of a .PDF form that when printed out by the site visitor includes clearly-typed text instead of often hard-to-read hand-written content. Fillable .PDF's help to eliminate errors and/or delays in paperwork processing by the practice's staff.
- include an *optional* marketing package with still photos photographed by TheWebJockeys of the practice's facilities both outside and inside
- include an *optional* marketing package with TheWebJockeys' 360° Panoramas using *VirtualPan360+™* technology.
- after launch of the new site, *optionally* re-design and enhance the site to optimize ease of navigation while using a graphic design and style that is user-friendly, while maintaining the site's focus three different target audiences: referring doctors, potential recruits to the staff, and patients' need for information and services
- include an *option* to allow patients to communicate with the practice using certain online forms that can be electronically submitted with security and confidentiality on a secure server

Domain Name.

Cardiology Consultants maintains registration of the domain name
cardioconsultants.net

with their registrar, NetWorkSolutions.com, and the DNS settings there will need to be changed by Cardiology Consultants to repoint this domain name to Web Server space where TheWebJockeys will host the new Web site.

Note: Multiple domain names may be useful for pointing to the same Web site.

Secure Web Technology.

TheWebJockeys can provide an *optional* secure Web site for compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), concerning communication of Protected Health Information, ("PHI"). Such a secure Web site allows a patient to submit an online form on a *secure* server utilizing a secure certificate with state-of-the-art 128-bit strength encryption and Secure Socket Layers, ("SSL"), technology. TheWebJockeys' secure Web technology allows any patient to *enter* the secure portion of a Web site that's always indicated by the small yellow padlock icon on their browser window, *complete* an on-line form, and *submit* the form securely. Cardiology Consultants will receive notification, and be able to access the secure server using a special User ID and Password in a way that will not electronically compromise the confidentiality of PHI on the Internet.

C. PROCESS & SERVICES.

The Process & Services for Initial Development Completion and Launching of your new site are laid out in the series of steps below that must be completed, just as in any other advertising or public relations program. The party(s) responsible for accomplishing each step are: Cardiology Consultants alone, ("CC"), Cardiology Consultants & TheWebJockeys together, ("CC+TWJ"), or TheWebJockeys alone, ("TWJ"). Each of the following steps may require more than one meeting, and the early steps need not be done in a sequential order:

1. (CC+TWJ) Discuss Features included with your Initial Development Completion Package, and select Optional Features and Services, available at additional cost, which you might want to include to enhance and maintain your site following Initial Development.
2. (CC+TWJ) Make decisions about hosting, size and basic structure of your site, features to be included and all services to be provided by TheWebJockeys. Your new site can be a dual-purpose design that will both (a) grab the attention of visitors who are just discovering Cardiology Consultants and (b) provide support to the existing referring physician and patient base of Cardiology Consultants.
3. (CC+TWJ) Agree on fee structure for services to be provided both pre-launch and post-launch.
4. (CC+TWJ) Define Cardiology Consultants marketing identity, and how it should be presented on the Web to get the maximum response rate.
5. (CC) Order monthly Web Site Hosting and Web Site Maintenance as described below on the Fee Schedule.
6. (TWJ) Collect all different types of information needed to carefully complete the crafting of text, as well as any logos, trademarked material, and copyrighted and other intellectual property of Cardiology Consultants. This process is expected to be ongoing beyond completion of all pages included with the Initial Development Completion Package, since a continuing process of adding informational content and functional content is a key objective of Cardiology Consultants.
7. (CC+TWJ) Review copyright law. In regard to use by Cardiology Consultants of printed, Web-based and other information that is copyrighted by other authors, refer to these excerpts from **The U.S. Dept. of Commerce Information Infrastructure Task Force's 1995 Report Of The Working Group On Intellectual Property Rights:**

WORKS NOT PROTECTED

Certain works and subject matter are expressly excluded from protection under the Copyright Act, regardless of their originality, creativity and fixation. Titles, names, short phrases, and slogans generally do not enjoy copyright protection under the Copyright Act. Other material ineligible for copyright protection includes the utilitarian elements of industrial designs; familiar symbols or designs; simple geometric shapes; mere variations of typographic ornamentation, lettering or coloring; and common works considered public property, such as standard calendars, height and weight charts, and tape measures and rulers. Copyright protection also does not extend to any "idea, procedure, process system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated or embodied" in such work even if it meets the criteria for protection. **Thus, although a magazine article on how to tune a car engine is protected by copyright, that protection extends only to the expression of the ideas, facts and procedures in the article, not the ideas, facts and procedures themselves, no matter how creative or original they may be. Anyone may "use" the ideas, facts and procedures in the article to tune an engine -- or to write another article on the same**

subject. What may not be taken is the expression used by the original author to describe or explain those ideas, facts and procedures. Copyright does not prevent subsequent users from copying from a prior author's work those constituent elements that are not original -- for example . . . facts or materials in the public domain -- as long as such use does not unfairly appropriate the author's original contributions.

8. (TWJ) Include all initial content, complete certain currently-known and documented edits, complete certain technical features of the site, and add certain features to the site to be known as DesignVersion#1.
9. (CC+TWJ) Discuss DesignVersion#1 of site to confirm that it appears to be a reasonably functional Web site that should be expeditiously launched and made accessible to the public, bearing in mind the need for expeditious launching of this new site that later, after launch, can be improved by optional upgrades and additions. At this time, determine only minor initial revisions so as to not delay launch as a publicly accessible site.
10. (TWJ) Re-build site, applying only any minor initial revisions to be known as DesignVersion#2.
11. (CC+TWJ) Discuss DesignVersion#2 of site, approve site, subject only to final revisions.
12. (TWJ) Re-build site, applying final revisions, to be known as LaunchVersion.
13. (CC+TWJ) Approve LaunchVersion.
14. (TWJ) Publish LaunchVersion.
15. **(CC+TWJ) Re-point existing domain name**, cardioconsultants.net, by Cardiology Consultants that controls all changes in DNS and other domain name settings with cardioconsultants.net's registrar, NetworkSolutions.com, and with any other required party. TheWebJockeys will prepare everything in its Web space for the "cut-over" that normally occurs within 48 to 72 hours after DNS settings are changed at the registrar, NetWorkSolutions.com, and begin their propagation to DNS databases around the world.
16. Within seven days following initial launch and successful cut-over, receive minor revisions, apply them to "tweak" the site, and re-publish the site.

D. FEE SCHEDULE. On every twelve-month anniversary of the signing of Acceptance of this Proposal and Service Agreement, the FEE SCHEDULE below is subject to changes, additions, and deletions as indicated on any new invoices issued.

1. FEE SCHEDULE below is offered for acceptance by no later than January 20, 2009.

2. Initial Development Fee and all Optional Features and Services selected below, (collectively "IDevFee"), is Due and Payable in two (2) payments:

First Payment: The first one-half of IDevFee is Due For Payment at signing of Acceptance of Proposal and Service Agreement.

Second Payment: The second one-half of IDevFee is Due For Payment 30 days following Acceptance of Proposal and Service Agreement.

3. Fees for any Optional Features and Services, whether or not they are listed below, that are ordered later by Cardiology Consultants after signing of this Proposal and Service Agreement will be due for full payment on net thirty-day terms.

4. Fees for Six-Month Packages of Web Site Hosting and Web Site Maintenance are invoiced in advance in six-month blocks and Due For Payment on the 1st day of the next six-month service block. The initial six-month block will be invoiced in advance as part of IDevFee. See Fees (w) and (x) below, one of which must be selected.

5. Individual Fees to be selected are listed below.

BOTH parties must INITIAL to the left of EACH FEE below that has been pre-selected by Cardiology Consultants and is Printed in RED.

INITIAL DEVELOPMENT FEE

Custom Web Site Initial Development Completion Package - \$1,335.00

Features included are:

- (a) Completion of Development of the new Web site for Cardiology Consultants using existing incomplete site content initially developed by another Web site developer that was provided by e-mail on 1/02/2009 from Al Romanelli to Bruce Cohen. Both parties' objective is to launch the site as expeditiously as possible as a reasonably functional Web site accessible to the public that will replace the practice's current (old) site
- (b) Application to the existing incomplete site content of certain currently-known and documented edits by Julia Keeney and provided by e-mail on 1/02/2009 from Al Romanelli to Bruce Cohen.
- (c) Completion of all technical infrastructure for the new site's anonymous Patient Satisfaction Survey form for patients of the practice's Cardiac Diagnostic Centers. This will provide both e-mailing each submitted form's contents to whichever recipients are specified by Cardiology Consultants, and also maintaining a copy of each Survey's form in the Web space where the practice's site will be hosted by TheWebJockeys.com.
- (d) Inclusion of a clearly-labeled Home Page link on every one of the current sixty-eight (68) main pages of the site.
- (e) Inclusion of a clearly-labeled "Our Doctors" link on every one of the current sixty-eight (68) main pages of the site.

- (f) Changing of name of the main page link labeled "Physician Extenders" to "Our Physician Assistants/Nurse Practitioners" on every one of the current sixty-eight (68) main pages of the site.
- (g) Updating of the Copyright year to "2009" on every one of the current sixty-eight (68) main pages of the site.
- (h) Assistance by TheWebJockeys.com in Web site traffic re-pointing of the practice's domain name, cardioconsultants.net (see paragraph C.15 above) so that it will point to the practice's new Web site hosted and maintained by TheWebJockeys under (w) or (x) below.

BAC - AR ADD - Chang phone numbers on LOCATIONS PAGE

OPTIONAL FEATURES AND SERVICES

BAC

- (i) **CRITICALLY Important: Search Engine Optimization - Upgrade of META Tag technology to improve rankings by search engines - \$350.00.** Upon further detailed inspection done by Bruce Cohen on 1/08/2009, it has been determined that the META tag technology currently in place on the new site developed by another Web site developer will produce far worse search engine rankings than the current (old) site is now producing. TheWebJockeys will do an extensive technology upgrade that should produce same as or better Google and Yahoo search engine rankings than current searches are producing. TheWebJockeys' inclusion of both internal and external technology will be optimized to take advantage of certain characteristics of Google and Yahoo search algorithms. Please note that changes in META tags and associated technology usually require anywhere from several weeks to several months to take effect. If this feature is selected, TheWebJockeys will continue to maintain, adjust, and update this feature over time and as long as Web Site Hosting and Web Site Maintenance by TheWebJockeys is in effect for this Web site. **NOTE - Waiver of Responsibility: If Cardiology Consultants chooses not to select this optional Search Engine Optimization - Upgrade of META Technology, TheWebJockeys can not and will not be responsible for search engine rankings that will definitely degrade over time and that will likely become very disappointing to Cardiology Consultants.**
- (j) **Fillable .PDF Forms - \$55.00 per Unit of Page Content (equivalent to 8½" x 11" printed page) for Formatting a file to function as a Fillable .PDF Form.** Enables site visitors to easily type into and "fill" a downloaded .PDF form with typed clear text instead of hand-written and hard-to-read content. The filled form can then be printed on the site visitor's printer for delivery to the practice by hand or by postal mail. A Fillable forms benefits the practice by greatly reducing errors and saving time when processing a hand-written paper form. TheWebJockeys will re-design the practice's existing paper form as necessary, including adding "clickable" checkboxes and testing for 100% functionality as a Fillable Form.
- (k) **Still Photographic Images for the Web site - \$149.50 for up to four (4) images, \$279.50 for up to eight (8) images, \$383.50 for up to twelve (12) images, \$463.50 for up to sixteen (16) images.** TheWebJockeys charges only for final images posted on the Web site. During after-capture processing, using Photoshop and other software, each image will be subject to having its content altered, as requested by the practice, before it gets enhanced, color-corrected, cropped, and reduced in resolution as necessary for a high-quality image posted

on a reasonably-fast-loading Web page. A single image of a large group requiring extensive after-capture processing will be charged as multiple images.

- (l) **360° Panoramas - \$575 for a package of up to five (5) VirtualPan360+™ Projects, \$90 for each additional VirtualPan360+™ Project at the same physical location.** The term Virtual Tour may refer to either just one or to a group of images, each of which rotates on its own. Here, each rotating image is referred to as a *project*. Each **VirtualPan360+™** Project uses custom panoramic photography to capture one (1) full 360-degree image in a single camera shot using special equipment and special software for processing and configuring the image for the Web. Visitors to your Web site can simply use their cursor to drag the image left or right in a full circle, tip the image up or down, and zoom in on any part of the image! Each image is a separate project. This technology is ideal for offering a virtual tour of your facility, since any single room or open area can be shown in full detail. Each **VirtualPan360+™** Project can be viewed on either a PC using MS-Internet Explorer 6.0 or later, and on any Mac. If an optional sound track is to be included on any Project for an additional **\$75** per project, site visitors must have already downloaded and installed the FREE Apple QuickTime Player that's pre-installed on many new PC's and all Mac's.
- (m) **Animation of the artist's rendering of a cardiac waveform on the existing graphic currently located at the top of each Web page - \$250.00.** TheWebJockeys will animate this waveform to repeatedly move from left to right.
- (n) **Re-Design of Standard Page to include Left-Side-of-Page Vertical Link Bar with Link Buttons for Site Navigation - \$575.00.** This would replace the new site's present left-side and right-side vertical link buttons, and would also include a new full set of text buttons located horizontally across the bottom of every page to ensure cross-browser navigational compatibility which currently does not exist. The new Standard Page design with Left-side Vertical Link Bar and bottom-of-page horizontal text bars would be applied to every main page in the site.
- (o) **Addition of Hospital Affiliations to Bottom of All Main Pages & Customized for the text of Each Individual Doctor's Page - \$275.00.** Referring physicians, potential physician and staff recruits, and individual patients need this valuable information in their decision-making processes.
- (p) **Content Collection, Assembly, and Testing of New Links for Community Links Page - ~~\$200.00~~ No Charge.** This page is expected to include links to sites covering Real Estate, Schools, Colleges, Universities, Hospitals, Houses of Worship, Chamber(s) of Commerce, Shopping, Transportation, Theatre, Arts, Music, Entertainment, Longwood Gardens, Culture, Sports, Recreation, the Seashore, Nearby Resorts, and more. Given the breadth of offerings in the State of Delaware and the Delaware Valley, the Community Links page should be fully packed with informative links.
- (q) **Additional Web Pages - \$46.50 for 1st Unit of Page Content (equivalent to 8½" x 11" printed page) on each new Web page, \$36.25 for each additional Unit of Page Content on the same new Web page.** With all features of pages on a DeLuxe Web Site including collection of information, stylistic re-writing of technical and other content, design of custom graphics and images, and custom conventional still photographs.
- (r) **Adobe .PDF Files - \$10.50 per Unit of Page Content (equivalent to 8½" x 11" printed page) for Formatting a file to an Adobe .PDF file.** Enables site visitors

to easily download/print clear text and graphics directly from Cardiology Consultants' site. This allows forms, brochures, literature, and instructions to patients, etc. to be downloaded directly.

- (s) **Custom Videos - \$125.00 for 1st Custom Video Clip, \$75.00 for each additional Custom Video Clip (movie with sound) at the same physical location** to be shot, processed and reduced in resolution for both ≤56kbps Dial-up Internet connections and for ≥512kbps Broadband Internet connections. Video clips are an ideal way to showcase special activities involving individuals or groups at your facility. Visitors can playback Custom Video Clips using Windows Media Player, Apple Quick Time, or another movie viewer.
- (t) **Additional Non-Secure On-line Forms** – all Non-Secure On-line Forms shall have no provision to collect PHI that might in any way be construed as non-compliant with HIPAA requirements. Data transmission to Cardiology Consultants by non-secure e-mail.

Standard Non-Secure Online Form - \$155

Advanced Non-Secure Online Form - \$260

Custom Non-Secure Online Form - Please request quote

- (u) **Secure On-line Forms - allowing a patient to submit** an on-line form on a *secure* Web site utilizing a shared secure certificate with state-of-the-art 128-bit strength and SSL technology. A secure Web site helps maintain the confidentiality and integrity of Patient Health Information, ("PHI").

(1) TheWebJockeys secure Web technology allows any patient to *enter* the secure portion of a Web site that's always indicated by the small yellow padlock icon on their browser window, *complete* an on-line form, and *submit* the form securely.

(2) Upon submission, an automatic non-secure e-mail is sent to the practice's office staff, notifying them to pick up the on-line form's message that's now on the secure server.

(3) With a special secure-site User Name and Password, the practice's office staff quickly and securely picks up the on-line form's message from the secure server.

Standard Secure Online Form - \$525

Advanced Secure Online Form - \$650

Custom Secure Online Form - Please request quote

- (v) **Logo Development - \$550** for creation of a new and distinctive custom graphic logo for Cardiology Consultants, for both Web and print usage, final logo to be supplied digitally in multiple sizes and resolutions.

Web Site Hosting *defined* - provides Web space for hosting a Web site's content.

Web Site Maintenance *defined* - provides maintenance of content on a Web site's existing pages, and includes other services such as Conventional Still Photography and Marketing/Consulting that TheWebJockeys can continue to provide.

Six-Month Packages of Web Site Hosting and Web Site Maintenance

Packages are an economical way of assuring ongoing full service, and are sold and invoiced in blocks of six months. Forty-five (45) days prior to the end of each six-month block, an invoice will be issued for the next six-month block.

OK
OK
(w) **\$110/month - Web Site Hosting with up to Two (2) Hours of Web Site Maintenance on existing Web pages, to be applied to work done in half-hour increments. No credit will be issued for unused Hosting and Maintenance upon cancellation of Service Agreement by Cardiology Consultants as specified below.**

(x) **\$150/month - Web Site Hosting with up to Four (4) Hours of Web Site Maintenance on existing Web pages, to be applied to work done in half-hour increments. No credit will be issued for unused Hosting and Maintenance upon cancellation of Service Agreement by Cardiology Consultants as specified below.**

Bulk Contracts for additional Web Site Maintenance

(y) Bulk Contracts for Web Site Maintenance are sold by working hours, typically for larger projects involving major updating of existing pages. Includes Conventional Still Photography, Marketing/Consulting. No credit will be issued for any Bulk Contract for Web Site Maintenance time that remains unused at the time of cancellation of Service Agreement by either party as specified below. Working Hours will be charged in half-hour increments.

\$475 per six-hour Bulk Contract for Web Site Maintenance,

\$785 per twelve-hour Bulk Contract for Web Site Maintenance.

Development of Professional Brochure & other materials for commercial printing

(z) Development and design by TheWebJockeys for client's materials to be printed at a commercial printing company, ("CPC"). Design work includes photography, graphic design, text. Content to be furnished to TheWebJockeys, with written editorial approval required prior to stock production by the selected CPC. Printing Development Fee is based upon **\$220 per Design Page without Web site development or \$110 per Design Page when ordered with and developed with a Web site that shares common design elements.**

(aa) **Printing and Production Supervision Fee.** To support development of a materials to be commercially printed in (z) above, TheWebJockeys will submit requests for quotes to reputable CPC's, and present to client all quotations, printing samples and available paper stock for selection of CPC. TheWebJockeys will supervise and coordinate all details of the printing job with the selected CPC, including delivery of pre-production proofs to client for final written approval prior to stock production. The CPC's charges for actual stock production will be invoiced by that printer directly to client. **An additional Printing and Production Supervision Fee equal to 15% of each invoice for the printer's initial run of an item will be due for payment to TheWebJockeys on Net 30 Day terms.**

E. ACCEPTANCE OF PROPOSAL COMMENCES A SERVICE AGREEMENT.

1. THIS PROPOSAL AND SERVICE AGREEMENT IS HEREBY ACCEPTED on **January 9, 2009**, commencing a Service Agreement between both parties, each of whom has initialed applicable parts of the above Fee Schedule to indicate selected type of Web site, Features & Services to be provided to Cardiology Consultants by TheWebJockeys.

2. RESPONSIBILITY FOR CONTENT. Both parties agree that Cardiology Consultants is solely responsible for editing and approving the total content of (a) any and all Web sites developed, built hosted and maintained for it by TheWebJockeys, and (b) any and all materials, commercially or otherwise printed, that are designed by and/or supervised by TheWebJockeys. Subsequent to initial launch of any of its Web sites, Cardiology Consultants will be notified each time any such Web site is re-published to the Web by TheWebJockeys. Unless Cardiology Consultants notifies TheWebJockeys otherwise within twenty-four hours of such notification, such re-published Web site will be considered as having been approved by Cardiology Consultants. Both Cardiology Consultants and TheWebJockeys mutually agree that each hereby grants the other approval for placement on its own Web sites of the other's trademarks and Web site links. Notification of site content changes will be done by e-mail.

3. EXCLUSIVITY AND TERM. TheWebJockeys shall be Cardiology Consultants' exclusive Web site Developer, Administrator and Webmaster, so to be identified on Cardiology Consultants' Web sites and on all documentation, both written and oral, provided to third parties in order for TheWebJockeys to perform all of its required actions and duties during the term of this Proposal and Service Agreement and all extensions hereof. TheWebJockeys shall have sole authority and control to access, author, and change content of all of Cardiology Consultants' Web sites, according to editorial and content instructions from Cardiology Consultants, for a term of twelve months subsequent to the execution of this Proposal and Service Agreement, and such term will automatically renew every twelve months thereafter unless either party notifies the other of its intent to cancel this Service Agreement by written thirty days' notice thereof prior to the end of any twelve-month term. Such sole authority and control remain in effect regardless of whether or not any invoices issued by TheWebJockeys remain unpaid and whether or not Web Site Hosting services/Web Site Maintenance services from TheWebJockeys are currently being used by Cardiology Consultants.

4. EXTENT OF CONTROL. Though Cardiology Consultants shall maintain sole and exclusive Editorial Control over all Web site content at all times during the term of this Proposal and Service Agreement, the actual initial launching, publishing and re-publishing of, and any taking down of any and all Web site content, ("Site Content"), including software, code, text, photographs, graphics, audio, video, and all other materials that constitute any Web site launched, hosted, or maintained by TheWebJockeys for Cardiology Consultants, shall remain under the sole and exclusive Web Site Technical Control of TheWebJockeys during the term of this Proposal and Service Agreement. Site Content shall further include any Web site content that is copyrighted or trademarked by either Cardiology Consultants or others from whom Cardiology Consultants has received written or e-mailed permission, licensing, or contractual agreements for content usage.

Sole and exclusive Web Site Technical Control by TheWebJockeys includes its right not to launch, not to publish, not to re-publish, and also the right, at its sole and exclusive discretion, to take down any Web site launched, hosted or maintained by TheWebJockeys if any payment to TheWebJockeys is not made as required by this Proposal and Service Agreement, as required by any other agreement between the parties, or according to terms of any invoice issued by TheWebJockeys to Cardiology Consultants.

5. REQUEST FOR WEB SITE CONTENT AND TRANSFER OF CONTROL OF DOMAIN NAMES. Within ten days after both (a) Cardiology Consultants' written request for a copy of Web site content and transfer of control of domain names has been received by TheWebJockeys, subsequent to notice of cancellation of this Service Agreement having been delivered by either party to the other in accordance with Paragraph 3 above, and (b) after full payment of all payments and invoices due to TheWebJockeys has been made, TheWebJockeys shall provide:

(i) a current copy of all Cardiology Consultants' Web site folders, ("Web Site Folders"), that are hosted and maintained by TheWebJockeys, with all then-current Web site content except for any content that requires TheWebJockeys' separate written permission for continuing use because such content is owned, copyrighted or trademarked by TheWebJockeys or is already separately licensed to Cardiology Consultants by TheWebJockeys. Such Web Site Folders shall be provided to Cardiology Consultants in whichever standard Web site development software format that TheWebJockeys is then using for Web site development, hosting and maintenance, and (ii) Domain Transfer Permission and Assistance to Cardiology Consultants and its designee(s) for transferring control of any applicable domain names that TheWebJockeys has been controlling for the benefit of Cardiology Consultants prior to cancellation of this Service Agreement. At the sole discretion of TheWebJockeys, such assistance may include user names, user id's, passwords, e-mail addresses, phone numbers, billing account information, and whatever other information in TheWebJockeys' possession is deemed necessary by TheWebJockeys for Cardiology Consultants to assume control and applicable financial responsibility for applicable domain name(s) and any related domain-name parking and pointing accounts then in use by TheWebJockeys for the benefit of Cardiology Consultants.

6. INDEMNIFICATION. Cardiology Consultants hereby agrees to indemnify, hold harmless and defend TheWebJockeys against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from TheWebJockeys' work for Cardiology Consultants in providing any and all services specified in this Proposal and Service Agreement and in any and all other business arrangements involving services or products provided by TheWebJockeys to Cardiology Consultants.

7. ELECTRONIC POSTMASTER. Cardiology Consultants hereby authorizes TheWebJockeys to act as Cardiology Consultants' Electronic Postmaster for management of electronic transmission of any and all confidential, proprietary, patient, health, Patient Health Information (PHI), and other information by use of specifically designated technologies including POP3 and other e-mail accounts, Web site-submitted e-mail questionnaires, Web site-submitted forms both secure and non-secure, Web-based facsimile systems, and any other Web-based technology.

- (a) Each such technology to be managed by TheWebJockeys must be specifically designated in this Proposal and Service Agreement, or an amendment hereto, prior to actual use of such technology for transmission of information using the services, facilities or any other means provided or administered for Cardiology Consultants by TheWebJockeys.
- (b) Cardiology Consultants agrees that in order to maintain the confidentiality, security and integrity of Web-based transmission of PHI in accordance with HIPAA compliance requirements that apply to the practice, Cardiology Consultants shall order from TheWebJockeys optional secure technology, including secure on-line forms with encryption and SSL technology for Web-based transmission of PHI.
- (c) TheWebJockeys agrees to maintain full confidentiality and integrity of any and all of Cardiology Consultants' confidential, proprietary, patient, health, PHI, and other information to which TheWebJockeys gains access to, and TheWebJockeys agrees that it will not release any such information to any third party without specific written authorization from Cardiology Consultants, except as may be required by law.
- (d) TheWebJockeys shall be entrusted by Cardiology Consultants with all required user names, user id's and passwords necessary to fulfill TheWebJockeys' duties and function as Electronic Postmaster in accordance with its authorization and designation of specific technologies by Cardiology Consultants.
- (e) Cardiology Consultants agrees to indemnify, hold harmless and defend TheWebJockeys against any and all legal actions of any kind brought by any governmental body, agency, or department, all private causes of action, all damages, all judgments, all costs or expenses, and all attorney fees and other litigation costs, which may in any way arise from TheWebJockeys' action or failure to act in regard to any transmission of any such confidential, proprietary and other information referred to above.

8. NOTICES. All notices required or permitted under this Proposal and Service Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

ADDRESS NOTICE(S) FOR Cardiology Consultants to:

Name: Al Romanelli

Title: Director of Marketing

Address: Cardiology Consultants, P.A.
University Office Complex
252 Chapman Road #150
Newark, DE 19702

ADDRESS NOTICE(S) FOR TheWebJockeys to:

TheWebJockeys.com Division
WorkMeasurement Systems, Inc.
Bruce A. Cohen, President
1830 Alsace Road
Reading, Pennsylvania 19604-1628

Either party may change its address for receiving notice(s) from time to time by providing written notice to the other in the manner set forth above.

9. ENTIRE AGREEMENT. This Proposal and Service Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Proposal and Service Agreement supersedes any prior written or oral agreements between the parties.

10. AMENDMENT. This Proposal and Service Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

11. SEVERABILITY. If any provision of this Proposal and Service Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Proposal and Service Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. TRANSFER OF RIGHTS. This Proposal and Service Agreement shall be binding upon successors and assigns of the parties.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Proposal and Service Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Proposal and Service Agreement.

14. APPLICABLE LAW. This Proposal and Service Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

15. THIS PROPOSAL AND SERVICE AGREEMENT IS HEREBY ACCEPTED AND APPROVED BY THE PARTIES.

x 
for TheWebJockeys.com division of
WorkMeasurement Systems, Inc.

Name: Bruce A. Cohen

Title: President,

WorkMeasurement Systems, Inc.

x 
for Cardiology Consultants, P.A.

Name: Al Romanelli

Title: Director of Marketing