



**September 1, 2004**

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United States Marine Corps  
Marine Corps Systems Command  
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Solicitation#: M67854-04-R-3101

Dear Ms. Frazier,

I appreciate the opportunity to bid on this exciting project. Enclosed you will find our proposal for the solicitation for an Internet Monitoring Service.

In preparing this proposal we have taken into consideration the fact the USMC will want to have a generous degree of flexibility in the implementation in order to address the dynamic nature of black market trading. Traffickers of stolen goods will try to conceal their identity and attempt numerous masked postings in order to avoid being identified.

In the case of eBay monitoring, continuous monitoring of new items on eBay is necessary because timing is of essence. In the case for the general World Wide Web and its plethora of protocols, intelligent "listeners" are required to intercept the vast amount of information exchanged on various web sites.

Although this monitoring is a service oriented offering for USMC, 6FootMedia will assume the risk and cost burden of a significant software development effort in order to develop software based triggers and data mining modules that exceed the expectations outlined in the original solicitation.

On a personal note, I see this project as a exciting opportunity for my company and one which is well within our technical capabilities and know-how. I intend to dedicate 100% of my time to manage this project and will be taking an active role in programming and implementation as well. This project is important to us because it represents a significant increase in our capabilities to provide additional services to the government and I will personally see to it that the services delivered to USMC are above and beyond what has been laid out in the solicitation.

We have identified the personnel for programming positions and will be leasing a 4000 square foot facility in West New York, NJ upon acceptance of this offer. The offices have been made available to us and can be utilized immediately.

I hope this letter and accompanying proposal answer your questions and I am available for any further questions you may have.

Sincerely,

  
Tiran Dagan, CEO/CTO  
6FootMedia



# Internet Monitoring Service

by 6FootMedia

**Solicitation #:** M67854-04-R-3101  
Internet Monitoring Service

**Response Date:** September 2, 2004

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# I. Introduction

## ***1.1 About 6FootMedia and its Affiliates***

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6FootMedia was founded in 2001 by designer and programmer, Tiran Dagan. Since our inception, we have worked on a wide array of projects for various clients, ranging from small businesses to Fortune 500 companies. Some of our projects are short-term (such as our creation of an online document repository and retrieval system for Wachovia Bank) and others require a concerted effort of programming and design over a period of several years (such as our development of an online healthcare partnering solution to manage a worldwide network of hundreds of physicians, hospitals and clinics for the ECPnetwork). For a detailed look at our clients and capabilities, please see our website at [6FootMedia.com](http://6FootMedia.com).

Like every small business, we have tried to minimize our overhead costs and maximize our ability to provide clients with the best service and price available. In order to meet both of these goals, our practice has been to hire well-suited individuals for a specific project rather than maintaining a large number of full-time employees. Through the years, we have established long-standing relationships with a pool of extremely talented programmers and graphic designers who have been carefully selected for their capabilities, experience and ability to conform to our policies on code structure, stress testing and usability compliance.

However, in light of the timing demands and scope of this project, we have entered into letters of intent with various programmers and analysts to enter into employment agreements upon the award of this project to develop the software needed for the internet monitoring service and the user-interface work on a full-time basis. In addition, we will have entered into an agreement with Devix, Inc., a programming firm based in New York with whom we have worked closely with in the past, to assist us in the development of the internet monitoring service. Devix has a core staff of six programmers with extensive expertise in .NET development and database programming on high transaction rate commerce systems. We will also hire individuals, on an as-needed-basis, to oversee the 24-hour operations of the monitoring center.

## ***1.2 Key Personnel***

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### **Tiran Dagan, 6FootMedia CEO/CTO**

Mr. Dagan has over 20 years in software development and project management of real time applications, transaction systems, eCommerce and multimedia programming. In his capacity as Head of Naval Simulations for the Israeli navy and Project Manager for natural language processing software development at the Center for Educational Technologies (CET), Mr. Dagan managed the development and deployment of large scale software platforms. Mr. Dagan has a B.Sc. in artificial intelligence and mathematics from State University of New York and MBA in international marketing from the Tel-Aviv University. Mr. Dagan is the recipient of the Wharton Excellence Award for his work on 3D acquisition manufacturing technology for Sharnoa CNC.

### **Guy Praisler, Devix CEO/CTO**

Mr. Praisler has over 12 years of experience designing, developing and implementing software solutions for the wholesale and retail industries. With a customer oriented focus, Mr. Praisler has been extremely successful implementing applications including Inventory Control, MRO, Configuration Management and Maintenance Control. Mr. Praisler has worked with a wide variety of leading edge technologies and has extensive experience with all aspects of product design, development, testing and implementation. With his background, Mr. Praisler brings a balanced perspective as it pertains to the practical and effective application of technology solutions for the Devix Group customer base. Mr. Praisler received an M.B.A. from New York Institution of Technology University and a B.S. in Computer Science from Boston University.

### **Perry Vais, Vice President Operations**

Mr. Vais is lead project manager at Devix Group where he oversees the implementation of large scale eCommerce solutions. His specialties are process optimization and logistics, allowing companies to reap the rewards afforded by the economies of scale present on the web. Prior to joining Devix Group in 2001 Mr. Vais applied his expertise of technology to politics, leveraging the web to create the first political campaign to accept financial contributions over the internet, funding the largest non-incumbent congressional campaign in history. Mr. Vais received a B.S in computer sciences from Binghamton University.

### **Michelle Kalina, Vice President Marketing**

Mrs. Kalina has held Marketing positions with Neiman Marcus Group, Michel Dawkins, Inc. Escada (USA) Retail, Inc., Vivid Collection and, most recently, was instrumental in the launch of the extremely successful Bellataire Diamonds by the General Electric Company. She is a member of the Women's Jewelry Association, American Marketing Association, and New York Women in Communication. Mrs. Kalina received a Bachelor of Science in Merchandising Management from Michigan State University

### **Elan Weinwurzel, Vice President Information Technology**

Mr. Weinwurzel is responsible for overseeing the technical infrastructure that powers some of the largest e-commerce sites on the internet. As part of his duties, Mr. Weinwurzel has over all responsibility for all technical solutions, sub-contractors and all other aspects of the day to day operations. Mr. Weinwurzel has a B.S in computer science from Binghamton University.

### **Jaime Negron, Lead Web Development**

Mr. Negron originally from the mid-west has a diverse career in development environments ranging from e-commerce startups to engineering positions in established development firms. Mr. Negron internet startup career started at I-Baby.com where as Director of Technology managed over 15 programmers, developers and graphic artists. Later at Modemmedia and as Sr. Software Engineer he led technical teams on projects for Merck Pharmaceuticals, Delta Airlines and Sotheby's online among others. Jaime's academic educational background is in Computer Sciences, and earned his degree in 1995.

## **1.3 Relevant Projects & Products**

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We have extensive experience in natural language processing, web data mining and system integration – all areas crucial to the success of this project. Recently, we have completed the following projects, all of which bear resemblance to this solicitation in their level of complexity and requirements:

- **eBix/eDevix:** The development of a dedicated ERP system which manages the entire procurement channel for online merchants. A fully integrated and automated system which has all the elements of sales & fulfillment elements integrated on a web server: order management; billing and processing; shipping; inventory control and customer relation manager. The order management is dynamic – the user can change the order management flow at any given time without the need to reprogram system modules. eBix **seamlessly integrates** with eBay, UPS, FedEx, DHL, USPS, CyberSource, Verisign and PayPal via custom APIs and HTTP mining technologies. The system is in use by 22 customers and currently manages transactions in the scale of \$350-400 million per year. The following references may be contacted with questions about this product:

**Electricsam**

Kenner, LA 70065  
Contact: Haim Toorgeman  
Tel: (888) 757-7726

**Willoughby's**

298 5th Ave NY, NY 10001  
Contact: Joey Douek  
Tel: (212) 564-1600

- **ROI:** The development of an HTML e-Commerce web spider platform which scours sites (such as CNet, mySimon and Billtime) for products similar to those offered by the merchant and **extracts** all competitive sale information (pricing, competitor name, positioning, etc) from these websites. Data

is stored in a local repository and is used to create critical decision making reports for sales and marketing. The system dynamically updates the table of available sites for data mining and contains a proprietary artificial intelligence self-learning mechanism for adapting to new site architecture. ROI is an intelligent competitive reporting system for eCommerce merchants as a tool for estimating their return on investment.

- **ECPnetwork:** The creation of an automated subscription-based service, for the ECPnetwork, which interfaces to extranets. By using data real-time data mining techniques, a user's signup information is validated against several online databases and directories (USPS.GOV and anywho.com). When our client realized the prohibitive cost of Microsoft's geolocation services<sup>1</sup> (MapPoint.NET), they requested that we develop a similar online mapping and geolocation service. Our solution creates dynamic maps of service coverage at a fraction of the cost and is part of the distance-to-provider calculation module which is most pivotal for the successful launch of the ECPnetwork service. ECP network currently manages 2000+ patients and over 190 healthcare providers and hospitals across the globe. Link: <http://www.ecpnetwork.org>

## 1.4 Our Technologies

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Over the years, we have developed our own software and applications to enable us to meet the needs of our clients. These systems and applications will reduce the overall cost of this project and significantly expedite development time.

### A. Integration.

In the development of our software, we use various levels of integration and data mining technologies when our systems interface with external sites:

- HTTP:// protocol traffic capture using ASPhttp<sup>2</sup> for interaction with external database sources with no direct API. Our routines parse HTML pages and extract tabular information for use in the system's modules. Our core HTML extraction and parsing routine is reused widely in the ECPnetwork system.
- XML:// protocol communication tight integration with payment gateways (such as Authorize.NET).

### B. Enhanced Data Protection.

In an effort to protect patient privacy and financial data on our servers, we have developed our own internal library of encryption modules. Most notably, all our transactions employ our own implementation of 256 bit AES4 Rijndael Block Cipher. All patient information and credit card data is stored with AES4 encryption on our data servers so that malicious physical access to our data servers does not compromise users' pertinent information.

### C. Secure Transaction Processing.

We have also built our own custom library of MD5 hash tools for increased security in our integration with payment processing gateways. By checking the MD5 key returned from the gateway servers, we validate the authenticity of the server response to prevent a "masquerading" server from "dumping" false transactions on our systems.

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<sup>1</sup> Geolocation services are the ability to convert physical location to geographical positioning using longitude/latitude coordinates.

<sup>2</sup> ASPHttp is a registered trademark of Server Objects

## 2. Specifications

This proposal is for the deployment of a 24 x 7 x 365 internet monitoring service (hereinafter referred to as the “IMS” or “the system”) for the U.S. Marine Corps. This service will track state of the art military equipment and clothing being sold on the black market.

6FootMedia’s proposed solution is based on a combination of labor intensive analysts working in conjunction with a data mining application that will be custom developed for USMC for the purpose of this project. During the period of development, 6FootMedia will provide the services specified in the SOW, but our analysts will be intercepting pages which contain certain combinations of keywords. USMC has not provided a formulary for identifying such pages of information, so 6FootMedia will work with USMC to develop a meaningfully search formulary that will increase our systems’ ability to automatically identify actionable sites without the need for analyst intervention.

Our implementation is based on distributed processing of crawled eBay pages & sites, general web pages, search engines and other sources of internet data that are mined on a continuing basis. The service is provided by use of intelligent data mining modules in concert with human research staff to assure accuracy and completeness of information provided.

Upon the completion of the development of the data mining integrated solution at year’s end, 6FootMedia will be able to offer a significantly improved level of service and features at a reduced cost to USMC.

### 2.1 Definitions

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- **IMS** Internet Monitoring Service
- **PSPM** Page Search Processing Module
- **PPM** Page Processing Module
- **IPM** Identification Processing Module
- **Assignment Database** Database of internet targets which USMC wishes to search. Updated on a continuing basis.

Each module in IMS is tagged (A, SA, M).

- **[A] - Automatic:** Automatic modules do not require, or can not be implemented by manual processing. These modules rely on rapid automatic processing, adaptive pattern matching logic or artificial intelligence driven data mining.
- **[SA] – Semi Automatic:** Semi Automatic modules digest incoming pages of data and mark critical keywords and/or areas of the page for manual processing. Some of these modules can be accomplished manually. 6FootMedia will ultimately transform manual functions to automated modules for increased productivity and consistent data quality.
- **[M] – Manual:** Manual modules trigger the related pages for manual processing and review by 6FootMedia’s audit personnel/analysts. Functions marked as manual add an additional layer of accuracy since they incorporate intelligent tasking and fuzzy logic that may yield unpredictable results.

### 2.2 Supported Search Destinations

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The fundamental function of the system is its ability to crawl data sources available on the internet recursively.<sup>3</sup> Throughout the system’s modules a wide range of internet protocols and services are supported.

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<sup>3</sup> The recursive nature of the searches allows the core search engine of the IMSS to populate the table of searchable sites with new sites based on outbound links in the sites already included in the search.

USMCs defines **assignment targets** via an secure interface panel. The assignments refer to the types of internet destination which USMC wishes to mine. For more information about the data flow, refer to section 2.6 (System Architecture).

The **IMS** performs manual, automatic and semi-automatic searches through a breadth of assignment targets. The two major categories are HTML pages (via HTTP: protocol) and other (specialty) searches.

## 2.2 (a) HTTP/XML Object Searches

Each of the following searches is engaged by the crawler engine to recursively mine the site's contents for targeted keywords/phrases. These entities share one common trait: They are all searchable via http:// protocol and some may also have XML: or RSS<sup>4</sup> feeds.

Due to the disparate nature of these sites, each site may require a template which improves the PSPM engine's performance and accuracy. Any page which is identified by the PSPM and does not contain clear information that it is involved in the illegal trading of stolen equipment, is forwarded to manual processing and flagging by ISM staff.

HTTP searchable internet destinations:

- eBay HTTP crawling: Supplements eBay API search
- eBay stores: for eCommerce sites hosted on eBay which are not directly accessible from the API or standard eBay search bar.
- Web logs (BLOGs) and Bulletin Boards
- Tradeboards
- Search Engine Crawlers (Google, Excite, MSN, Lycos)
- Internet Directories (Yahoo!, Internet Search Index, Yakeo, Complete Planet)
- Auction Sites (Yahoo Auction, AOL Auctions)
- eMail archive sites
- Community Boards (Craig's List)
- Search Meta-Engines (Dogpile, WebCrawler, MetaCrawler, Search.Com, Mamma, ProFusion, 2Q.to, Bingoo, FindIt.com and more)

## 2.2 (b) Specialty Searches

Search	Protocol
eBay search	eBay Application Programmer's Interface (API)
Google	Google API
Newsgroups	NNTP: protocol (port 119)
eZines <sup>5</sup>	POP3: protocol (port 110)
File Storage Repositories	FTP: protocol (port 21)
Chat Rooms	IRC: protocol (port 194)

**A Quick Note:** Some of these internet destinations will be monitored via specialty listeners. For example: IRC: requires a continuous monitoring to identify illegal traffic. The large number of chat rooms under IRC protocol makes it less likely that humans can monitor all chat room traffic. As part of our phased development we will incorporate automated IRC monitoring into our service. Some of the techniques that will be employed in these automated modules include masquerading (so that our system is not identified by other users as a monitoring service); intermittent random messaging and IP masking.

<sup>4</sup> RSS is a format for syndicating news and the content of news-like sites, including major news sites like Wired, news-oriented community sites like Slashdot, and personal weblogs

<sup>5</sup> eZines require subscription via automated server (such as ListServe) and generate incoming POP3 traffic that will be collected and processed



eZines are online newsletters delivered to users' mailboxes. We will develop a POP3: protocol listener which will intercept incoming eZine subscriptions and send them for processing with the PSPM module. The manner in which our system is subscribed to the eZines will depend on the option USMC chooses for implemented. It is our ultimate goal to deliver a completely automated solution to reduce the resources required to manage and update new assignment targets.

## 2.3 Searching Methodology

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The system uses the following methods to match preconfigured keywords to target **search destination**:

1. **Simple Text Search:** The **IMS** maintains a list of terms, keywords and phrases which are to be searched. USMC users can enter plaintext as well as complex search terms, eg: "(helmet NEAR protective) OR ph OR H.P.G."
2. **Soundex** (Similar sounding words)
3. **Pattern matching** for word combinations ("light helmet" will match "light armored helmet", "helmet - light", etc)
4. **Multiple languages:** Each keyword uploaded by the end-user will be translated to a defined set of foreign languages. Each search instance will feed the original keyword/phrase in all the foreign languages offered by the system. 6FootMedia will provide real-time translation services and continuous monitoring for the available languages. Suggested languages (French, German, Pastho, Dari, Farsi, Arabic, Spanish). This will increase the system's ability to track trade in stolen equipment on website in foreign countries. 6FootMedia will develop a limited interface for translators to interact with new incoming keywords.

## 2.4 Reusable Modules

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Some of the key functions of the system are reusable for increased performance, throughput and cohesiveness of analysis capabilities.

By employing global object data structures, seamless transfer of information is assured while each function can be modified and improved without the need for cross-module transport modification.

### 2.4 (a) Site Crawler Module (SCM) [SA]

This module is activated by various sections of the search modules of the IMS. It receives site links from the Assignment Database for extensive analysis and data mining. SCM uses adaptive pattern matching to construct the data structure representation on the site. This module searches for keywords and for words that sound similar to the keywords (soundex pattern matching). The technology developed for the SCM is reused by all modules processing hyperlinked documents (HTML formatted email/newsgroup postings/ecommerce pages/discussions groups etc).

SCM is being classified as [SA] because some of the functionality described in this module can be performed by analysts. 6FootMedia will develop the SCM as the second part of our phased development. Some of the SCM's functionalities will initially be handled by our analysts.

### 2.4 (b) Page Search Processing Module (PSPM) [A]

This reusable module performs keyword-centric searches within given pages of text (HTML, Formatted Text, Plaintext or XML/RSS feed). Each of the system's other component modules triggers the PSPM as part of the processing by the crawlers' data retrieval. The page may be an eBay item page, a web crawler page, eCommerce site page or eZine content. The PSPM applies the **search methodology** to identify appropriate keywords and flag the page as suspect or dismiss the page.

## 2.4 (c) Page Processing Module (PPM) [A],[M]

This module handles each individual page of text and identifies its contents by various data mining techniques. The PPM attempts to identify record information about the items mentioned on the page, such as: price, quantity, order information, existing offers, contact information, etc. By extracting such details from the page, the PPM automatically populates various alert to USMC and other law enforcement agencies and reduces the need for human resources needed to process incoming alerts.

PPM makes a decision on the feasibility of automatic processing of each page of textual information. If data structures are identified in the page, the PPM will forward the text for further processing by the IPM. In the alternative, the page is queued for manual analysis.

## 2.4 (d) Identification Processing Module (IPM) [A],[M]

This module investigates suspect internet users background information. It retrieves full contact information for a domain owner, and crawls through a web site for further information about the site's owner. IPM utilizes accredited internet registrar (NIC) record lookups, public search sites and directories and reverse lookup services. By performing extensive network lookups, the IPM will further identify the ISP providing connectivity to the website. Thus sites trading in stolen good using assumed names can be quickly shut down by contacting the responsible ISP.

## 2.5 System Components

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### 2.5 (a) eBay Integration Module (EIM) [A]

This module performs continuous eBay searches for items by keywords that are dynamically updateable in a central repository. Items available for sale are added to an automatic tracking module, whereas items closed (sold) are sent to the analysis module which reports pricing, quantity, winning bidder, and available account information of the seller and other items offered or sold by the seller.

The EIM consists of the following:

#### eBay Search Module

API search and HTTP object search. The module appends new products found to match the keywords using one of the matching methods (see **Searching Methodology**) to a “**found items**” queue.

#### eBay Item Analysis Module

Each item in the “**found items**” queue is processed by this module. Seller information, feedback, and other items are extracted using eBay API or HTTP object search. The *item* itself is added to the “**actionable items**” queue. The seller eBay userID or the seller, buyer and bidder(s) are added to the “**web crawler search term table**” with a source indicating the term is an eBay user ID. Each additional item found using this module is appended to the “**found items**” queue for further processing. If a domain URL is included in the item description, the domain will be forwarded to the IPM.

#### eBay Post-Sale Analysis

This module is activated when an eBay item has been marked as sold. The winning bid amount, quantity and bidders information are recorded. User IDs are sent to eBay lookup routine (and are processed in real-time or in batch mode, dependant upon the final agreement with eBay).

### **eBay Lookup Routine**

This routine is responsible to resolve eBay user IDs with contact information: IP address, eMail, name, phone, billing info (if available) etc. The expediency of this information will depend upon the mechanism agreed to by eBay when the system is in place and service is provided to USMC.

### **eBay Actionable Items Processing Module**

Items added to the “Actionable items” queue trigger “cease and desist” letters to eBay and warning letters to the sellers.

## **2.5 (b) Search Engine Crawler**

This module is fed a list of web search engines. Each search engine has a predefined template that enables the engine to identify matching sites and crawl through those sites with the “site crawler”. End user administrator can add/update the search engine table and modify/add search engine templates. The search engine crawler is similar in function to the PSPM and in fact is an encapsulation of the PSPM since it act as a meta-crawler – crawling through each of the web sites found in a search engine.

## **2.5 (c) Newsgroup search engine module: (NNTP://)**

This module traverses discussion groups from a given list. Each message containing keywords (in accordance with the search methodology defined above) will be singled out and the entire topic thread will be stored as a reference and sent for processing by the PPM.

## **2.5 (d) POP Mail Processing Module**

The system will be able to access a POP account to which eZine subscriptions can be forwarded. The identity of the system will be protected with the use of forwarding POP eMail account from various domains. Each incoming eZine message will be processed. The source subscription will be identified in the eZine subscription table and the content will be analyzed for keyword matches with the search methodology defined above.

## **2.5 (e) Chat Room Tracking Module (CRTM)**

Similar to other listener modules, the CRTM is a continuous monitoring service of IRC/Chat Room activities.

## **2.6 System Architecture**

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The following diagram demonstrates data flow in the IMS (see Figure 1: Schematic Diagram):

- A. Client will have access via a secure, encrypted administration site to add and update the **Assignment Database**. This database contains the seed websites and other resources which USMC wishes to search in the effort to attempt stolen equipment being sold on the internet. The assignment database points to the various types of online resources that can be mined as per section **2.2 (Supported Search Destinations)** such as websites, newsgroups, search engines, eZines and more. The assignment database dynamically expands when news destinations are identified by the IMS as suspects are automatically added to this database.
- B. Client will also have secure access to the Inventory Database. This database contains items which are suspected as stolen. This database contains item names, descriptions, SIC codes, CAGE codes, MFG part numbers and NSNs. Each item will also be assigned keyword that will assist the various search modules locate equipment being referred to by the keywords. For example: Small Arms Protective Insert (SAPI) may have the following keywords: multi-Service Interceptor, body armor, ceramic plate vest, Interceptor since these keywords are commonly used in describing SAPI.

- C. The IMS's core functionality is provided by the PSPM and PPM. Each assignment generates a retrieved page of text, whether it is a hyperlinked document or plaintext. The search function is completed at the PSPM level with searching methodologies discussed in section 2.3 (Searching Methodology). When a keyword or key-phrase are matched on the page, that page becomes suspect and is forwarded to the PPM. The PPM performs complex pattern matching to identify underlying data structures and extract information that clearly indicates target clothing and equipment are being offered for sale. If such underlying data is found, the page is sent for automatic processing (See section 2.6 D). If, however, the PPM fails to clearly indicate that illegal trade is referred to in the document, then the document is sent for manual analysis (See section 2.6 E). The results of evaluating individual pages generate updates to the assignment database so that a new search can be scheduled in the future.
- D. The automatic processing of structured data deposits information about the trading nature. The origins of the page are attached to the page as "page properties." These include **where** the page came from (a website, eBay, an eZine) and **how** it was generated (a crawl, a response, etc). Product information is stored along with the page contents for future retrieval and historic tracking. The page is then forwarded to IPM for further processing of contact information and alert processing.
- E. Pages with suspect activity which could not be uniquely identified by the PPM as containing trading information are sent for manual processing using a queue mechanism of actionable items. 6FootMedia analysts use a monitoring interface to examine these pages and determine further action. Pages are then either cleared or marked as illegal trading being identified. Such pages are forwarded to the IPM.
- F. Records of trading information in stolen clothing and equipment are appended to the Trading History database.
- G. Reporting will include full database access to all system tables relevant to keyword search and found targets, IOE (Illegal Operating Entities) and contact information generated by IPM. Furthermore, 6FootMedia's second phase of the development will implement an English Query interface which will allow USMC to use plain English sentences to retrieve data from the server, for example: "Which ISPs have the most amount of stolen equipment listed in their domain?"

## ***2.7 Data Integrity***

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6FootMedia will develop all automated systems on a distributed redundant network of search engine servers. Separate servers are dedicated for image storage and data storage. All data is backed up 2x a day using removable hot-swappable RAID arrays. Mirror server images will be ready for immediate deployment.

## ***2.8 eBay Agreement***

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6FootMedia is an eBay API developer, developer ID: E7G67281Q9118ZF8U8J8FUGB3S1FTB. 6FootMedia is in the process of negotiating the terms of the agreement to provide access to personal information of eBay users on an ongoing basis. At the time of this writing we are awaiting a response from eBay as for the terms of such an agreement. eBay's senior management is aware of the importance of the IMS and its benefits to eBay in riding of illegal trading in stolen military equipment and clothing. 6FootMedia intends to sign a final agreement based upon the agreed upon working framework to be discussed with the USMC prior to signing the contract. Pursuant to our written request, we have offered eBay the following options with respect to accessing the information: (1) 6FootMedia will have direct access to the information, (2) 6FootMedia has access to the API or interfaces, but USMC personnel will have exclusive access to the data or (3) ad-hoc requests from eBay for personal information on a manual and semi-automatic batch mode.

Amendment #2 to the solicitation, posted on August 26, makes note of the fact that at least one more outside company has been given such access to eBay's user base. In consideration of the fact that eBay is a commodity brand name, it is reasonable to assume that the same terms offered to the mentioned outside company should be made available to us in a level playing field. Should USMC provide us with supporting documentation of their intent to engage us in this project, it stands to reason that eBay would afford 6FootMedia the same terms and capabilities any other outside company would receive.

## **2.9 Schedule of Services Offered**

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As required by the solicitation, the service will offer all requirements specified in the solicitation within 45 days. 6FootMedia will continue beyond that point to automate the system so as to be able to offer the additional features specified in this offer and to reduce the cost of the service to the USMC during years two and three. Many of the IMS searches will be performed if not monitored by our full time staff of analysts. During the first six months we will maintain a staff of 8 full time analysts during the day, 4 in the evening and 2 analysts in the third shift will be on premises. 6FootMedia will adjust the staffing after 6 months as the automatic components come on line. 6FootMedia may adjust the staff size as needed.

### **2.9 (a) Client Obligations**

USMC will provide 6FootMedia with the following collaterals prior to 6FootMedia's engagement under the specifications of this statement of work:

- a. A machine readable database of all items to be monitored, as outlined in Section 2.c of the solicitation, along with relevant keywords.
- b. A machine readable database of all target assignments of http only websites containing the following information: url, site title, scheduled frequency, depth of search (levels).
- c. A list of reporting agencies, contact information, law enforcement agencies, email addresses and access methods necessary to be implemented under the SOW for client alerts, ISP notifications, site shutdowns and other enforcement and notifications desired by USMC within the period of 45 days.

The subscription delivery timeframe window of 45 days, as specified in the SOW, will depend largely on USMC's responsiveness to provide these materials on a timely manner. Failure on behalf of USMC to provide accurate information in the format required, may delay 6FootMedia's ability to perform in a timely manner the activation of the subscription within 45 days as mentioned above.

### **2.9 (b) Phase 1: Initial Subscription**

The following features will be implemented within 45 days of completion of client's obligations.

- a. Search capabilities in English only.
- b. Secure web-based interface for USMC to access assignment database and retrieve alerts and "sites-found" lists.
- c. Ability to perform automated, scheduled simple searches of eBay using eBay API.
- d. Ability to automatically report illegal trades to eBay and interface with eBay security to retrieve personal identifying information about the sellers, buyers and bidders.
- e. Ability to process request on the assignment queue and generate IOE reports and cache and store product images
- f. Reports of flagged online sources will be available in a central database. USMC users will be able to download and slice such data via a client interface. Reports and data extracts will be available as Microsoft Excel downloadable files as per solicitation SOW
- g. 6FootMedia will provide coverage of analysts in its monitoring center on a 24 hour basis in three shifts:
  - Shift #1: 8 analysts (8:00 AM to 4:00 PM)
  - Shift #2: 4 analysts (4:00 PM to midnight)
  - Shift #3: 2 analysts (midnight to 8:00 AM)

Analysts will be available in this schedule for the first 6 months, during which time 6FootMedia will develop the automated systems outlined in this proposal. Once said systems are in place, the number of

analysts will be reduced at 6FootMedia's discretion. 6FootMedia intends to complete development of automated systems within 10-12 months.

### 2.9 (c) Phase 2: Automated Systems

While 6FootMedia's analysts participate in identifying suspect pages and monitoring of the incoming actionable items, our team of 5 dedicated developers will create the integrated system and data mining tools that will increase throughput and provide continuous monitoring of target assignments.

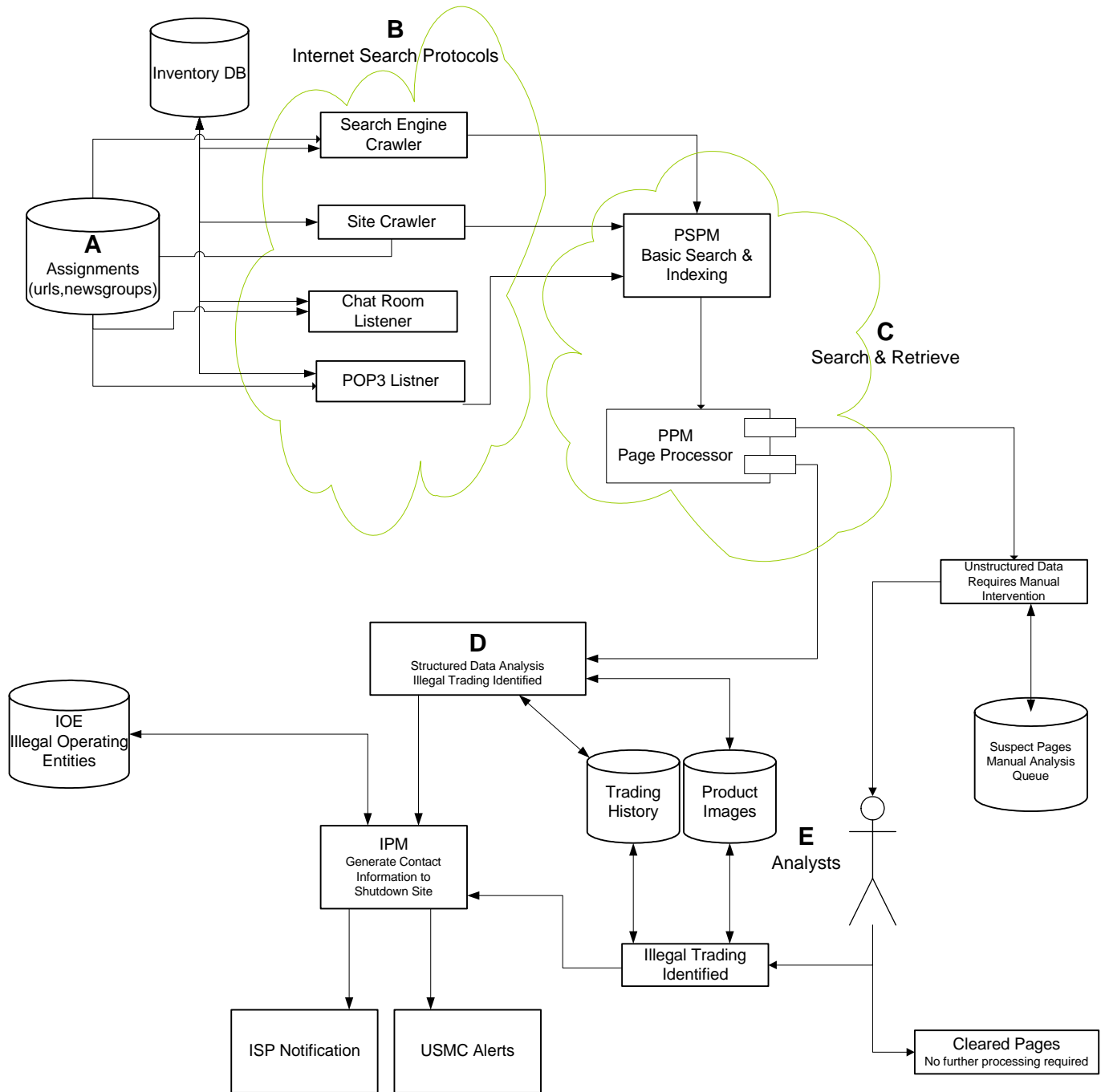


Figure 1 - System Architecture Schematic

## 3. Unique Features Offered

The proposal outlined in this document exceeds the requirements as specified in the USMC solicitation. The following table enumerates the unique features offered by 6FootMedia:

<b>Feature</b>	<b>Solicitation Requirement</b>	<b>Features Offered by 6FootMedia's Service</b>
Languages	Unspecified	English during phase 1  French, German, Pastho, Dari, Farsi, Arabic and Spanish upon completion of phase 2
Search Mechanism	Keyword search	Keyword search during phase 1  Soundex and pattern matching upon completion of phase 2.
Data Mining	Not required	Automated data mining process will be implemented in phase 2 to discover recursive data structures of products sold on various internet assignment targets.
Protocols	HTTP and eBay API	After completion of phase 2, system will support horizontal and vertical searches, NNTP, POP3, FTP, and IRC monitoring.
Backup	1 Terabyte of RAID arrays	1 Terabyte of RAID arrays and hot swappable RAID configurations of immediate rapid backup and restore
Search requirements	250 serial searches	Unlimited recursive searching
Image Caching	Ability to cache images on system	Dedicated image server will improve performance and storage capacity.
Ability to provide data downloads	Excel format	Excel, PDF reports and other advanced options will be made available.
Natural Language Reporting	Not required	In phase 2, 6FootMedia will implement a natural language query system.

## 4. Payment Schedule

6FootMedia is committed to provide the USMC with a cutting edge internet monitoring service which exceeds the expectations lined out in the solicitation. We will undergo major software development in an effort to provide accurate, optimized and continuous monitoring of target internet locations.

The following payment schedule is proposed:

Down payment: \$1M at the time of signing

Ten (10) Monthly payments of \$150,000 beginning 60 days after execution of the contract.

Total for year 1: **\$2.5 Million**

12 Monthly payments of \$84,000 during year 2

Total for year 2: **\$1,008,000**

12 Monthly payments of \$84,000 during year 3

Total for year 2: **\$1,008,000**



# 5. Appendix A: Terms

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** (the "Agreement") is hereby entered into between 6FootMedia, LLC, with offices at 305 E 86th St #6BW, New York, NY 10028 (the "Contractor") and Department of the Navy, United States Marine Corps, Marine Corps Systems Command, with offices at 2200 Lester Street, Quantico, VA, 22134-5010 (the "Customer") on the following terms and conditions:

1. **General Undertaking.** The parties are entering into this Agreement to establish a relationship whereby Customer is commissioning Contractor to perform certain business process analysis and design services (the "Services") and to provide advice and recommendations regarding matters specified in the attached Statement of Work (collectively, the "Deliverables").
2. **Term of Engagement.** This Agreement shall commence on the date last below written and, unless terminated earlier in accordance with Section 13 ("Termination"), shall continue in full force and effect for a period of one (1) year (the "Term"). The Term will automatically renew for a like period unless either party terminates at least ten (10) days prior to the expiration of the then current Term. Termination shall have no effect on Customer's obligation to pay an equitable portion of any Fixed Price for Services that are rendered prior to the effective date of termination.
3. **Nature of Engagement.** Contractor is being hired on a Fixed Price basis to perform the Services and provide the Deliverables according to specifications described in the Statement of Work (the "Specifications"). Any changes to the scope of work shall be subject to a written Change Order that includes an appropriate adjustment to the price, delivery dates or a notation that no such adjustments are necessary. If the parties cannot agree on the characterization of an item as "out-of-scope," Contractor shall fill the request without prejudice to its claim for reasonable compensation. Unless otherwise stated, all work schedules shall be considered reasonably accurate estimates, subject to revision.
4. **Price & Payment.**
  - (a) **Price.** The Services and all Deliverables described in the Statement of Work are provided at the firm fixed price set forth in the Statement of Work. The price includes Contractor's wages, overhead, general and administrative expenses and all other indirect costs and profit to be recovered or charged under this Agreement. Contractor shall pay its personnel at least the minimum wage applicable to each labor classification.
  - (b) **Invoices.** The price for all Services shall be invoiced according to the payment schedule set forth in the Statement of Work or, if not specified, then invoices shall be submitted in accordance to this proposal's payment schedule.
  - (c) **Payment.** Payment shall be made within twenty (20) days after date of invoice. Customer may not withhold or "setoff" any amounts due hereunder and Contractor reserves the right to cease work without prejudice and assert appropriate liens if amounts are not paid when due. Customer shall execute any required financing statements. Any late payment shall be subject to any costs of collection (including reasonable legal fees) and shall bear interest at the rate of one (1) percent per month or fraction thereof until paid.
  - (d) **Out-of-Pocket Costs & Taxes.** Except as otherwise set forth in this Agreement, prices quoted for Services include Contractor's reasonably anticipated out-of-pocket costs for travel. Any extraordinary expenses shall be subject to good faith negotiation by the parties. Customer shall pay, indemnify and hold Contractor harmless from all sales, use, gross receipts, GST, value-added, personal property or other tax or levy (including interest and penalties) imposed on the Services and Deliverables provided hereunder, other than taxes based on the net income or profits of Contractor.
5. **Testing & Acceptance.** It is not expected that the Deliverables provided under this Agreement will be of a nature suitable for testing. If otherwise, the parties shall mutually agree on reasonable testing procedures to determine whether the particular Deliverable substantially complies with the applicable Specifications. Deliverables shall be deemed accepted if not rejected within ten (10) days or if Customer makes beneficial use of them.
6. **Proprietary Rights.** The following provisions govern the ownership and use of Custom Work Product. For these purposes, "Custom Work Product" means all analyses, discoveries, designs, software routines, programs, documentation, training manuals, and any fixes, new releases, enhancements or derivative works of the foregoing created by Contractor or its personnel after the effective date and in furtherance of this Agreement.
  - (a) **Ownership of Custom Work Product.** Contractor shall own all right, title and interest to the Custom Work Product. Customer expressly acknowledges and agrees that none of the Custom Work Product shall be deemed to constitute "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) and, alternatively, Customer hereby irrevocably assigns to Contractor all ownership rights and irrevocably waives all other rights (including moral rights) it might have in the Custom Work Product. Customer shall, at any time upon request, execute any documentation required by Contractor to vest exclusive ownership of the Custom Work Product in Contractor (or its designee).
  - (b) **Concurrent User License.** Customer is granted with respect to the Custom Work Product for a period of one (1) year a non-exclusive license to install the Custom Work Product on the hard disk drive of one or more local or wide area network file servers and to load, execute and display (collectively, "Use") the Custom Work Product in support of its internal business operations by no more than fifty (50) workstation users at any one time. The Custom Work Product may be deleted from the original equipment and relocated to other similar equipment of Customer, subject to the foregoing limitations. Contractor reserves all rights not expressly granted hereunder, including the right to modify, translate, alter or prepare derivative works of the Custom Work Product.
  - (c) **Transfer of License.** Except as otherwise permitted, neither this Agreement nor any rights granted hereunder may be transferred, assigned, sublicensed, leased, loaned or operated by or for the benefit of any third party without the prior written consent of Contractor. Any unauthorized attempt to the contrary shall be void and a material violation of this Agreement.
  - (d) **Object Code License.** The Custom Work Product is being provided only in machine-readable object code form for Use by Customer as permitted in Subsection (b) above.
7. **Confidential Information.**
  - (a) **Acknowledgment of Confidentiality.** Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, source code and design materials for Custom Work Product and other materials expressly designated or marked as confidential. Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, or (iii) information received by a party from a third party who was free to disclose it.

(b) **Covenant Not to Disclose.** Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees having a "need to know," and to such other recipients as the other party may approve in a signed writing. Customer shall not disassemble, decompile or reverse engineer the Custom Work Product and any information obtained in violation of this restriction shall be deemed Confidential Information owned exclusively by Contractor. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. **Non-circumvention.** During the Term and for a period of one (1) year thereafter, Customer agrees not to hire, solicit, nor attempt to solicit the services of any employee or subcontractor personnel assigned to this relationship without the prior written consent of Contractor. Violation of this provision shall, in addition to other relief, entitle Contractor to assert liquidated damages against Customer equal to one hundred fifty (150) percent of the solicited person's annual compensation.

9. **Injunctive Relief.** The parties acknowledge that violation by one party of the provisions of Section 6 ("Proprietary Rights"), Section 7 ("Confidential Information") or Section 8 ("Non-circumvention") would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. **Warranties.**

(a) **Non-infringement Warranty.** Contractor represents and warrants to the best of its knowledge and belief that the Deliverables (including Custom Work Product), when properly used as contemplated herein, will not infringe or misappropriate any United States copyright, trademark, patent, or the trade secrets of any third persons. Upon being notified of such a claim, Contractor shall (i) defend through litigation or obtain through negotiation the right of Customer to continue using the Deliverable; (ii) rework the Deliverable so as to make it non-infringing while preserving the original functionality, or (iii) replace the Deliverable with functionally equivalent software. If none of the foregoing alternatives provide an adequate remedy, Customer may as its sole remedy terminate all or any part of this Agreement and recover amounts paid hereunder with respect to the infringing Deliverable.

(b) **Limited Performance Warranty.** Contractor represents and warrants for a period of one (1) year from the date of delivery ("Warranty Period") that it will make its best effort to ensure the Deliverable operates substantially in accordance with the Specifications. Warranty service shall be provided, subject to (i) the Deliverable being installed, implemented and operated in accordance with all instructions supplied by Contractor; (ii) Customer notifying Contractor of any such defect promptly after the appearance thereof; (iii) Customer properly installing all updates made available with respect to the Deliverable, and updates recommended by Contractor with respect to any third party software products (including operating system software) that materially affect the performance of the Deliverable; (iv) Customer properly maintaining all associated equipment, software and environmental conditions in accordance with applicable Specifications and industry standards; (v) Customer not introducing other equipment or software creating an adverse impact on the Deliverable; (vi) Customer having paid all amounts due hereunder and not being in default of any provision of this Agreement; (vii) any design specification provided by Customer being an accurate and complete rendering of the relevant features, applicable interfaces and associated operating environment, and (viii) Customer not making any changes (nor permitting any changes to be made by others) to the Deliverable source code. ANY UNAUTHORIZED CHANGES TO DELIVERABLE SOURCE CODE WILL VOID THE WARRANTY PROVIDED UNDER THIS SECTION.

(c) **Year 2000 Standards.** Contractor represents and warrants during the Warranty Period that it will make its best effort to ensure that any computer program included as a Deliverable records, stores, recognizes, interprets, processes and presents both 20th and 21st century dates using four digit years substantially according to formats and assumptions specified in the Specifications. This warranty does not apply insofar as the Deliverable derives date functions from other programs (e.g., operating system run-time libraries, databases or firmware) nor does it require Contractor to workaround or accommodate other programs that are not compliant with Year 2000 Standards.

(d) **No Undocumented Features.** Contractor represents and warrants that (i) none of the Deliverables will contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits its ability to operate, and (ii) it will scan the Deliverable with commercially available anti-virus software and shall use due diligence to remove viruses capable of being detected with such software. All corrections shall be as fully warranted as the original work through expiration of the original Warranty Period.

(e) **Warranty Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION ("WARRANTIES") THE CONTRACTOR HEREBY DISCLAIMS WITH RESPECT TO ALL SERVICES, SOFTWARE, CUSTOM WORK PRODUCT OR OTHER DELIVERABLES PROVIDED HEREUNDER, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Remedies & Liabilities.** The parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk:

(a) **Remedies.** Except for certain injunctive relief authorized under Section 9 ("Injunctive Relief"), Customer's sole and exclusive remedies for Contractor's default hereunder shall be (i) to obtain the repair, replacement or correction of the defective services or deliverable to the extent warranted under Section 10 ("Warranties") or, if Contractor reasonably determines that such remedy is not economically or technically feasible, (ii) to obtain an equitable partial or full refund of amounts paid with respect to the defective services or deliverable.

(b) **Liabilities.** CONTRACTOR SHALL NOT BE LIABLE FOR ANY AMOUNT EXCEEDING THE TOTAL PORTION OF THE CONTRACT PRICE ACTUALLY PAID BY CUSTOMER FOR THE DELIVERABLE AT ISSUE. IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF AND APPLY REGARDLESS OF WHETHER ANY EXCLUSIVE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

12. **Notices.** Notices sent to either party shall be effective when delivered in person or transmitted by telecopier ("fax") machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address on the first page hereof or such other address as a party may give notice. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

13. **Termination.** This Agreement shall terminate upon expiration of the Term described in Section 2 ("Term of Engagement"). In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' rights or obligations under Section 7 ("Confidential Information"), Section 8 ("Non-circumvention"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

14. **Disputes & Choice of Law.** Except for certain emergency judicial relief authorized under Section 9 ("Injunctive Relief") which may be brought in a court of competent jurisdiction at any time, the parties agree that all disputes between them shall first be subject to the procedures in Section 13 ("Termination") and then shall

be submitted for informal resolution to their respective chief operating officers. Any remaining dispute shall be submitted to a single arbitrator who shall be a former judge or attorney having experience in disputes involving consulting services. The proceedings shall be conducted pursuant to the Streamlined Arbitration Rules and Procedures and the U.S. Arbitration Act, 9 U.S.C. Sec. 1 et seq. ("Arbitration Act"). The award of the arbitrator shall include a written explanation of the decision, shall be limited to remedies otherwise available in court and shall be binding upon the parties and enforceable in any court of competent jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. THE PARTIES WILL INITIATE ANY DISPUTE RESOLUTION PROCEEDING IN SUCH DESIGNATED STATE AND IRREVOCABLY CONSENT TO EXCLUSIVE PERSONAL JURISDICTION THEREIN. The U.N. Convention on Contracts for the International Sale of Goods and the Unfair Contracts Act in the United Kingdom shall not apply to this Agreement.

15. **Independent Contractor Status.** Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party, for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective people.

16. **Security, No Conflicts.** Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. **Insurance, Indemnity.** Each party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory worker's compensation, comprehensive general liability for bodily injury and tangible property damage, as well as adequate coverage for vehicles. Each party shall indemnify and hold the other harmless from liability for bodily injury, death and tangible property damage resulting from the acts or omissions of its officers, agents, employees or representatives acting within the scope of their work.

18. **U.S. Government Restricted Rights.** Notwithstanding any other provision hereof, Licensee agrees that: (i) the Deliverable is delivered as "Commercial Computer Software" as defined in the Rights in Commercial Computer Software clause at DFARS 227.7202-3; (ii) the Deliverable has been developed entirely at private expense; (iii) Licensee is solely responsible for any effects or costs in connection with modifications of the Deliverable independently made by or for DOD including, but not limited to, impacts on compatibility or support; (iv) the Deliverable is deemed to be adequately marked when the legend below is affixed to the Deliverable or its storage media perceptible directly or with the aid of a machine or device, and (v) for the purposes of this Section, DFARS shall include any applicable successor or replacement clause or regulation.

RESTRICTED RIGHTS LEGEND

Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Rights in Commercial Computer Software clause at DFARS 227.7202-3. The Contractor is \_\_\_\_\_, and its address is: \_\_\_\_\_.

19. **Compliance with Export Regulations.** Customer has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold Contractor harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or Use of the technology to be developed or provided herein. Customer shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This provision and the assurances made herein shall survive termination of this Agreement.

20. **No Assignment.** Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by either party without the other party's prior written consent and any attempt to the contrary shall be void. Contractor may subcontract discrete portions of the Services, provided Contractor remains responsible to the same extent as if it performed the work itself and obtains in writing all necessary rights and assurances from the subcontractor that may be required by this Agreement.

21. **Miscellaneous.** This document and the Statement of Work attached hereto constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Neither party shall be liable for delays caused by events beyond its reasonable control provided it uses due diligence to report and work around the reported problem. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Department of the Navy, United States Marine Corps, Marine Corps Systems Command

6FootMedia, LLC

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## 6. Appendix B: FAR Disclosures

### 6.1 Federal Acquisition Regulation (FAR) Information

In accordance with the relevant FAR sections specified in the solicitation, the following are FAR required inclusions:

FAR	Item	Contents
52.212-3(b)	TIN	Solicitation requires CCR registration. 6FootMedia's CAGE code: 3QFM9
52.212-1(b)(1)	Solicitation Number	M67854-04-R-3101
52.212-1(b)(2)	Response Date	Sept 2, 2004
52.212-1(b)(3)	Offeror Contact	6FootMedia, LLC. 305 E 86th Suite 6BW New York, NY 10028 Toll Free (866) 636-6888 Tel (212) 348-5635 Fax (800) 230-1587 eMail: info@6FootMedia.com Website: http://www.6FootMedia.com
52.212-1(b)(4)	Technical description of the items being offered	See Section 2 (Specifications)
52.212-1(b)(7)	Remit-To Address	Same as "Offeror Contact"
52.212-1(b)(8)	Representations & Certifications	See Section 6.2 (Representations & Certifications)
52.212-1(b)(9)	Acknowledgement of Solicitation Amendments	Offeror acknowledges the following amendments: Amendment 1 posted Aug 25, 2004 Amendment 2 posted Aug 26, 2004 Amendment 3 posted Aug 26, 2004
52.212-1(b)(10)	Past Performance Information	See section 1.1 (Relevant Projects & Products)
52.212-1(b)(11)	Offeror statement of acceptance	Offeror consents with all terms, conditions and provisions included in the solicitation.

### 6.2 Representations & Certifications (FAR 52.212-3)

The following representations and certifications are in accordance with the solicitation requirements as per FAR 52.212-3:

FAR	Item	Contents
52.212-3(b)	TIN	Solicitation require CCR registration. 6FootMedia's CAGE code: 3QFM9
52.212-3(c)	Representations	The Offeror represents as part of its offer that <b>it is</b> a small business concern with <b>less than</b> \$1 million in Gross Annual Revenues. It is not a HUBZone Small Business Concern and not a joint venture.

52.212-3(d)	Equal Opportunity as per Executive Order 11245	(1)(i) Offeror <b>has not</b> participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation  (2)(ii) Offeror <b>has not</b> previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
52.212-3(e)	Certification Regarding Payments to Influence Federal Transactions (31 USC 1352)	Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
52.212-3(f)	Buy American Act	Not indicated in solicitation
52.212-3(g)	Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate	Not indicated in solicitation
52.212-3(h)	Debarment, Suspension or Ineligibility for Award (Executive Order 12549)	The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals:  (1) Are <b>not</b> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and  (2) <b>Have not</b> , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and  (3) <b>Are not</b> presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
52.212-3(i)	Child Labor	Not specified in solicitation/Not Relevant

6FootMedia Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

6FootMedia Authorized Name: Tiran Dagan, President

# 7. Appendix C: eBix Literature

**SHIPPING WITH eBix IS A SNAP.**

Your warehouse manager prints a "Pick List". A list of products to pull from inventory is printed and grouped in product SKU's with the intention of insuring efficiency. Full integration with UPS and FedEx allows for seamless tracking of orders. Items shipped are removed from the inventory database. The warehouse and accounting information is updated.

Consumers can view their complete profile and history directly online. Customers can see the status of their orders from the moment they place their order to the time it arrives at their door. When an item is shipped an email is generated and sent to the customer with their tracking information linked directly to the carrier. To make a long story short, we have completely automated your frontend and back-end processes.

**THE eBix PLATFORM CREATES A NEW REALM OF MARKETING OPPORTUNITIES FOR THE CLIENT.**

Do you know where your advertising dollars are helping you or hurting you? How accurate are your invoices from these advertisers. What products should you watch more closely? Can you track why potential customers left your site and understand why. You pay for your customers through your advertising and product pricing. Are your advertising promotion statistics are vague and unclear. You have most probably figured out your cost of acquisition but have you done anything to enforce increased repeat business.

**6FOOTMEDIA HAS INTEGRATED A COMPLETE REPORTING MODULE THAT TRACKS CUSTOMER MOVEMENT ON YOUR SITE.**

With our software you can streamline and find problem areas with your marketing. Your website bandwidth will not be taxed by people browsing products that you cannot support. Your advertising dollars can all be accounted for. Your customer database can be utilized to increase revenue. Some of the reports you can count on are Traffic analysis, Visitor information, Referrers, User Profiles, Page Analysis, ROI Calculator, Cost analysis and an email tool that tracks customer's usage. You create an email based on the customers past history and utilize existing user information to create marketing campaigns. Do you pay for each client and then toss the information? With this module you can keep marketing the client and substantially decrease your cost of acquisition.

**INSTALLING THE eBix PACKAGE IS QUICK AND EASY.**

Your Project Manager will personally walk you through every aspect of our product. A 6FootMedia Group Project Manager creates an on-site installation and training program built around you.

From there you and your Project Manager design the product's structure, kits, accessories and add descriptions in as much detail as you require, down to the color, size and weight of the items. Your sales force has the complete freedom to effectively introduce product and help the customer in choosing your company for his product needs, also used to facilitate the product comparison wizard.

**COMPARISON WIZARD AND THE CONFIGURATOR.**

The comparison wizard is an extraordinary module that allows consumers browsing on your site to select multiple products and display them side by side. Each product has a table of its specifications listed beneath it allowing for a side by side comparison. Consumers are capable of choosing products based on specifications not just speculation.

The product "Configurator" module automatically retrieves the best product accessories for your customers. Customers enter their product information and the "Configurator" retrieves product accessories to match. A fantastic marketing tool, the "configurator" can also be geared to up-sell or push certain accessories.

**INVENTORY CONTROL IS DYNAMIC.**

When merchandise that has been backordered arrives you configure eBix to automatically update orders to "TO BE BILLED" or "TO BE SHIPPED" to maintain efficiency.

**CUSTOMER SERVICE IS EXTREMELY EASY AND EFFICIENT.**

With the eBix platform your service representatives can deal powerfully with your clients. No longer will the client need to wait on hold while the representative scrambles around looking for an invoice or to check on the status of the order or return. From a "New Order" through "Finalized", your representatives can track the status of the order, with whom the customer had contact with, why and what the outcome of that contact was, if and when the order was billed, history of email contact with the customer and much more.



## OUR ENTERPRISE SOLUTIONS UTILIZE THE NEWEST, SAFEST TECHNOLOGIES

such as ASP, ASP.NET, VB, VB.NET, DHTML and XML tied to a fast, powerful and proven most effective database system, Microsoft SQL. No longer will you need worry about a failed Internet connection disabling your business. The previous standard for database design was one central database placed on the hosting server feeding information remotely. The loss of an internet connection would completely shut down any access to the information required to run your business. The eBix platform has a redundancy system that replicates the database on your host server with your local, in-house servers. When your DSL or T1 line is non-functioning the information is pulled from the local database server in order to keep your business up and running. Backup is maintained in 15 minute intervals so if your host server or local server goes down your loss of information is at most 15 minutes.

## THE eBix ENTERPRISE SOLUTION IS CUSTOM DESIGNED TO SUIT OUR CLIENT'S NEEDS, IT IS NOT AN OUT OF THE BOX PROGRAM.

As a 6FootMedia client you are assigned a project manager that takes you by the hand and walks you through every aspect of the business ensuring that you get the maximum from what eBix makes available. Customization is accomplished by the 6FootMedia project manager and backed by our team of programmers and designers. Service issues are handled promptly. We are committed to servicing our client. We are committed to beating all expectations. We are committed to raising the bar of performance in our customers. We are committed to greatness.



## TRAINING

At 6FootMedia we integrate with our client. 6FootMedia sends a Project Manager directly to you. The project manager is trained to understand the client's business and configures the eBix

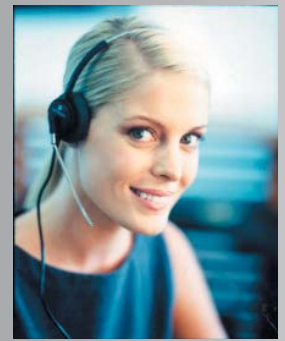


system to maximize productivity and performance. The Project Manager takes each user, from the administrator to the shipping clerks, through all the processes individually and does so in a way that the user feels comfortable and understands the product completely.



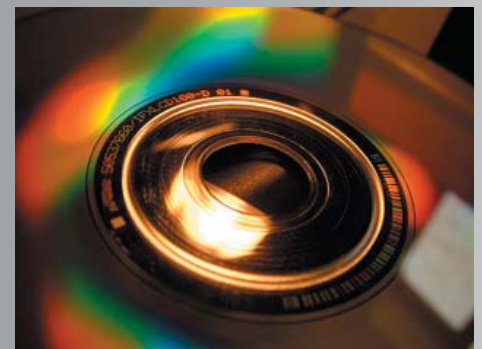
## SUPPORT

Support is being a cause of integrity to our enterprise and with our customers. We are committed to the welfare of our customers and take great care in ensuring that our customers have the support they need when they need it. Our service representatives are always available to ensure that every question is answered, every situation is immediately resolved. Supporting our customers, we are committed to answering our own questions: "Is there anything I know that the customer should be informed of? Is there anything the customer should know that they haven't asked? Is there anything we are not saying?" Yes, by definition you are the customer but what we are committed to is being cause for excellence. Our commitment to support consists of the fundamental values of who we are.



## UPDATES

At 6FootMedia, our diverse customer base creates demand for new innovative ways of thinking and working. Our intention is to maintain our client base with the latest product



updates which are available to our customers by simply downloading from our website and running the downloaded file. No technical proficiency required. No hassle of knowing what file to put where. We do all the work for you.



# 8. Appendix D: ROI Literature

# ROI REPORTING

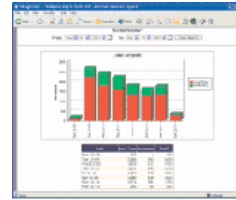
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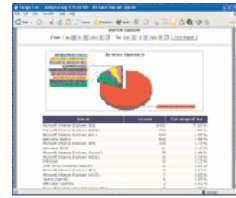


## SAMPLE REPORTS



Session Summary

View Invoice Details



Browser Summary

View Search Phrases

Entry and Exit Pages

Price Engine Clicks by IP

View Sales by Product

Referrer Report

Detailed Price Engine Reporting

### OVERVIEW

ROI Reporting provides merchants with the tools they need to understand their customers and how they arrive at a purchasing decision. Our advanced reporting provides insight into which marketing campaigns are working, which products are selling and which products are under-performing. ROI Reporting can even tell merchants which products a particular customer, who has already made a purchase, was searching for. Thus, opening the door for upselling opportunities that would have been missed with traditional metrics.

### INSTANT RESULTS AT YOUR FINGERTIPS

With ROI Reporting you don't have to wait 24-48 hours to see if an advertising campaign is working. With our revolutionary real-time processing, you can view sales data, web metrics and click paths instantly, as they happen.

Although ROI vReporting has not officially launched, we are accepting web merchants on a case by case basis to help beta test and improve our software before its release. If you are interested in using Devix Reporting at a reduced rate while we finalize the beta testing of our software, email us.



### SUMMARY

When you can't afford to lose customers, choose ROI as your comprehensive resource for competitive information. An automated eCommerce engine that will give you a fresh new outlook at your product pricing positioning.