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**KATHY L. NEALY & ASSOCIATES**  
1211 Willow Glen - Dallas, TX 75232  
(214) 374-2878 ofc

**CONSULTING SERVICES AGREEMENT**

This agreement is made this 1st day of October 2002, by and between Kathy L. Nealy, Kathy L. Nealy & Associates, having its principal place of business at 1211 Willow Glen, Dallas, TX 75232, hereinafter referred to as the "Consultant", and SchlumbergerSema, Inc., DBA: SchlumbergerSema hereinafter referred to as the "Client", whose mailing address is 6399 S. Fiddlers Green Circle #600, Greenwood Village, CO 80111.

**ARTICLE I - AGREEMENT AND TERM**

- A. Client agrees to purchase from Consultant and Consultant hereby agrees to provide to Client consulting services. This Agreement shall be for a period beginning on October 1, 2002 continuing through March 31, 2003. The Agreement may be extended in writing upon mutual agreement of both parties on or before March 31, 2003
- B. Notwithstanding the above, this Agreement may be terminated by either party, without penalty or liability, upon thirty (30) days prior written notice. This agreement may be terminated without notice, penalty, or liability in case the Consultant breaches any of the terms of this agreement, of if the Consultant accepts and active political role or if the Consultant becomes an employee of a current or potential customer.

**ARTICLE II - CAPACITY AND DUTIES**

- A. Client retains Consultant to perform the following duties:
  - i) Research and provide timely and relevant information regarding critical success factors and specific action items regarding Clients; ability to be short listed and/or successful awarding of contract for Dallas County Court Management Systems, Parkland Hospital, DISD, Harris County, Fulton County-GA, Lee County-FL.
  - ii) Provide direct communication to appropriate decision makers (Elected Officials/Staff) regarding Clients' BAFO.
  - iii) Participate in strategy sessions and conference calls regarding potential contracts.
- B. It is understood and agreed that in the performance of the services under this Agreement, Consultant shall be acting as an independent contractor and not as an employee of Client.

**ARTICLE III - REMUNERATION AND INVOICING**

- A. In consideration for the services to be provided hereunder, Client agrees to pay Consultant a fee of \$7,500.00 per month during the term of the Consulting Agreement and Success Fee of \$25,000.00 upon SchlumbergerSema executing a final definitive agreement with Dallas County Court Management System, Parkland Hospital, DISD, Harris County, Fulton County-GA, Miami Dade-FL, or Lee County-FL. If contract is terminated mid month the monthly payment shall be prorated based on calendar days. Client will also reimburse Consultant for all reasonable and necessary expenses incurred by Consultant in the performance of services such as travel, long distance telephone calls, cellular phone charges, postage, facsimiles, couriers and messengers, and copying. Client shall agree to any individual expense over \$100.00 before expense is incurred.

- B. Consultant shall invoice Client on a monthly basis for services rendered. Client agrees to pay Consultant within thirty (30) days of the invoice date. If no payment is received within forty-five days, Client will be charged a 1.5% per month late fee on unpaid balances.

**ARTICLE IV – PROPRIETARY OR COMPETITION SENSITIVE INFORMATION**

- A. In the event during the performance of these services Consultant is exposed to confidential business data of Client, Consultant agrees to keep any and all information confidential. All data processing systems and business information of Client shall be and remain the exclusive property of Client. Consultant understands and agrees that Consultant shall acquire no right to any of this information. Except as may be authorized by Client, Consultant agrees not to reveal the business methods or business secrets of Client.
- B. Consultant agrees that all memorandum, notes, records, drawings, documents, or other material made or compiled by Consultant which pertain to or were prepared in connection with the performance of services under this Agreement shall be the property of Client.
- C. Consultant agrees that the terms and conditions of this Agreement are confidential, and that Consultant will not disclose any part thereof to any other person without the prior written consent of Client, except for compliance with rules or laws requiring the release of such information.

**ARTICLE V – ETHICS, CONFLICT OF INTEREST & REGULATORY ISSUES**

- A. Consultant represents that Consultant will comply with all applicable laws regulating public advocacy activities, including filing and disclosure requirements. Consultant further represents that it is not violating, and shall not violate, any other statute, regulation or agreement to which Consultant is subject to including, but not limited to, any statutes and regulations that pertain to political contributions and that prohibit use of improper influence with respect to the procurement process. Client agrees to timely furnish information to Consultant so that Consultant can comply with all laws and regulations. Consultant shall not make any payment on behalf of Client to political parties or organizations or their leaders or candidates for public office or government official. The term "government official" means any officer or employee of any local, state or federal government or any department, agency, or instrumentality thereof, or any person acting in an official capacity for or on behalf of such government or department, agency, or instrumentality.
- B. Consultant has disclosed to Client that it has other clients and does other consulting services for these clients. In the event a conflict should arise, the parties hereto shall mutually agree to resolve the apparent conflict. In the event the conflict cannot be resolved or waived, this contract may be terminated or renegotiated. Notwithstanding the foregoing, Consultant shall not act for any party that is submitting a competing bid to Client's Bid.
- C. Consultant represents and certifies that it is not on the General Services Administration's (GSA) list of parties excluded from federal procurement or non-procurement programs.

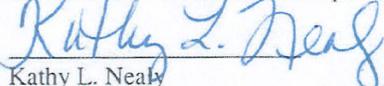
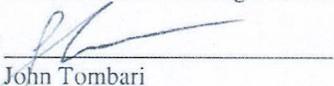
**ARTICLE VI – MISCELLANEOUS**

- A. This Agreement shall be performed, governed, and construed by the laws of the State of Texas. Any and all disputes arising under, out of or in relation to this agreement, its

formation, performance or termination ("Disputes"), shall be determined by a trial without a jury in New York City and both parties hereby submit to the exclusive jurisdiction of the state and federal courts of New York for such purpose, and waive any right to a jury in any Dispute. If Client is wholly or partially successful in any Dispute, Consultant shall pay Client's cost and expenses, including, without limitation, reasonable attorneys' fees, incurred in the Dispute.

- B. While performing services hereunder, Consultant will adhere to the highest professional and ethical standards and will conduct the services so as to avoid any appearance of impropriety.
- C. Any provision hereunder, which contravenes applicable law shall be deemed not to be a part of this Agreement; but if the remainder of this Agreement shall not be affected by the illegal portion, each provision not so affected shall be enforced to the fullest extent permitted by law.
- D. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns. However, Consultant shall not assign, transfer, or subcontract this Agreement, or any obligations there under without the written prior consent of Client. Except as otherwise set forth herein, the provisions of this Agreement are for the exclusive benefit of the parties, and no other person or entity, including creditors of any party hereto, shall have any right or claim against any party by reason of those provisions or be entitled to enforce any of those provisions against any party. The parties mutually agree that each of the undersigned represent that they sign this agreement and have the authority to bind both parties.
- E. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Nothing in this Agreement, apart from Section V.B., shall prohibit Consultant from entering into the same or similar agreements with any other party. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Except as expressly provided in this Agreement, Client shall not be liable for any debts, accounts, obligations, or other liabilities whatsoever of Consultant including, without limitation, Consultant's obligation to withhold Social Security and income tax for itself or any of its employees.
- F. This Agreement constitutes the entire agreement between the parties. There are no understandings or agreements relative hereto which are not fully expressed herein and no change, waiver or discharge hereof shall be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced. No rule or principle of contractual interpretation requiring that ambiguities in the Agreement be interpreted against the party primarily responsible for its drafting shall be employed in the interpretation of this Agreement.
- G. Consultant shall indemnify and hold harmless Client from and against any and all liabilities, costs, judgments or expenses, including, without limitation, reasonable attorneys' fees suffered or incurred by client as a result of Consultant; (i) breaching any term or condition of this Agreement; or (ii) breaching any law, rule or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement.

 _____ Kathy L. Nealy Kathy L. Nealy & Associates <u>11-4-02</u> Date	 _____ John Tombari SchlumbergerSema <u>11-1-02</u> Date
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