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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 January 1, 2004, 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. hereinafter referred to as the "Client", whose mailing address is.

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 January 1, 2004 continuing through December 31, 2004. The Agreement may be extended in writing upon mutual agreement of both parties on or before December 31, 2004.
- 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, or if the Consultant accepts an 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) Leverage established contacts at Dallas County to assure that the Client enjoys an excellent relationship throughout current contracts primary term. Working with our local account representatives, assist in securing contracts targeting the following four (4) key opportunities: 1. Oracle upgrade project, 2. Records Management Contract, 3. Systems Integration related to planned ICMS project, and 4. JIS Operations. Other projects may be added to this list by mutual written agreement.
 - ii) Leverage established contacts and research; providing timely and relevant information regarding closing new business opportunities within the following accounts; City of Dallas, Tarrant County, City of Fort Worth, and Dallas County Community College District, State of Texas. Provide direct communication to appropriate Client decision makers regarding critical success factors and specific action items relative to account IT plans and business opportunities.
 - iii) Leverage contacts within the municipalities adjacent to the Atos Origin Arlington data center, with intent of identifying new business opportunities.
 - iv) Upon identification of new contractual opportunities, assist with the coordination of relevant meetings with appropriate decision makers (Elected Officials/Staff).
 - v) Conduct routine meetings with City of Houston Mayor, his immediate aids, or other senior officials, promoting Client services, resulting in securing bid opportunities for managed services or consulting/systems integration contracts.

- vi) Participate in strategy sessions and conference calls regarding potential contracts, and/or other business opportunities as mutually agreed upon and documented.
- vii) On a monthly basis provide progress reports documenting activities and progress against defined objectives, format agreed upon by Client.

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 \$5,000.00 per month during the term of the Consulting Agreement.
- B. The following shall apply for the following items contained in Article II above: For item Ai), a Success Fee of .5% will be paid upon Client executing final definitive agreement(s) for new business based upon a minimum of \$1.5M in aggregate Total Contract Value.
- C. The following shall apply for the following items contained in Article II above : For items Aii), and Aiii), a Success Fee of .75% will be paid upon Client executing final definitive agreement(s) for new business based upon a minimum of \$2M in aggregate Total Contract Value.
- D. The following shall apply for the following items contained in Article II above : For item Av), City of Houston, a Success Fee of .75% will be paid upon Client executing final definitive agreement(s) for new business based upon a minimum of \$2M in aggregate Total Contract Value. On opportunities with TCV greater than \$1M, the Success Fee will be allocated based upon .25% of TCV, not to exceed \$15,000 paid for securing position on short list, while the remaining .5% of TCV, not to exceed \$30,000 will be paid upon Client executing a final definitive agreement for new business.
- E. 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.
- F. By mutual agreement of Consultant and Client, any outstanding opportunities which are in the RFP stage, or have already been responded to by Client, will survive this contract and be considered for Success Fees as noted above.
- G. 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.

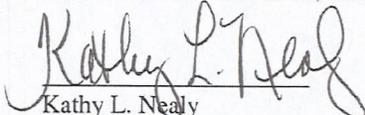
ARTICLE VI – MISCELLANEOUS

- 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

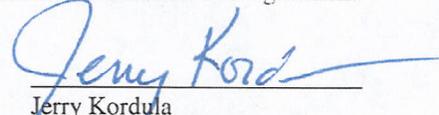
illegal portion, each provision not so affected shall be enforced to the fullest extent permitted by law.

- 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
 2-10-04

 Date


 Jerry Kordula
 SchlumbergerSema
 2/12/04

 Date