

SUBCONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into effective as of the 1st day of August, 2007 (the "Effective Date"), between Christian L. Campbell (D.B.A. Campbell Consulting Group), having an address at 1216 Sir Malory Ln, Lewisville, TX 75056 (hereinafter "Contractor") and Atos Origin, Inc. a Delaware corporation having an address at 5599 San Felipe Road, Suite 300, Houston, TX 77056 (hereinafter "Atos Origin").

WHEREAS, Atos Origin desires to obtain services and Contractor agrees to provide and perform certain services as described below.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement, Atos Origin and Contractor agree as follows:

- 1.0 Services. Contractor agrees to perform the duties of a Sales Executive of Atos Origin (the "Services"), including but not limited to assisting Atos Origin in its pursuit of business opportunities with new and/or existing clients of Atos Origin, as directed by the Vice President of Sales, together with such other duties as may from time to time be requested by Atos Origin. In performing the Services, Contractor shall keep Atos Origin fully advised of the status of the work being performed, and shall provide relevant information regarding potential contracts and/or other business opportunities. Contractor shall fully comply with the responsibilities and governance schedule listed below:
- (a) Manage and develop a pipeline of sales opportunities leading negotiations of complex contracts in context with solutions that advance the client's and the Atos Origin's strategic objectives.
 - (b) Independently drive revenue growth and profitability by identifying, qualifying and closing sales.
 - (c) Seek out and identifies new sales opportunities.
 - (d) Develop and manage related sales plans for assigned accounts and territories.
 - (e) Partner with Delivery teams to leverage knowledge and expertise with new and existing clients.
 - (f) Influence portfolio management to expand current capabilities and future offerings.
 - (g) Update the Atos Origin North America pipeline by COB every Friday (No "Reds")
 - (h) Participate and actively engage in the Sales Executive Balanced Scorecard process.
 - (i) Attend a Sales Executive meeting on the 2nd or 3rd week each month. The Vice President of Sales will host this meeting and attendees will include the Sales Executive, the Director of Sales Operations, and your assigned Service Line Vice President. The objective of this meeting is to 1) Review the AONA Pipeline and the progress of key opportunities; 2) Solicit the Management team's assistance in moving opportunities forward; 3) Review the Sales Activity Report¹; and 4) Review the results of the previous month's Balanced Scorecard. As often as possible, The Sales Activity Report is a form that Sales Executives will be required to complete and submit 3 business days in advance of this meeting and send directly to Saurabh Sen Gupta with a cc: to your respective Service Line Vice President and me. This report will serve as a direct input to your monthly Balanced Scorecard.
 - (ii) Attend a Sales Executive meeting on the 4th or 5th week of each month. The Director of Sales Operations (Saurabh Sen Gupta) will host this meeting and attendees will include the Sales Executive, your assigned Service Line Vice President (optional) and the Vice President of Sales (optional). The objective of this meeting is to 1) Review the AONA Pipeline and the progress of key opportunities; 2) Solicit the Management team's assistance in moving opportunities forward; 3) Review the progress of monthly Balance Scorecard targets.
- 2.0 Term and Termination. The Agreement shall be for a period beginning on the Effective Date, and continuing through December 31, 2007 after which time this Agreement may be extended upon the mutual written agreement of both parties. Either party may terminate this Agreement by giving thirty (30) days written notice. Either party may terminate this Agreement immediately for cause if the other party has breached any of its material obligations hereunder.
- 3.0 Invoicing and Compensation.
- (a) Atos Origin agrees to pay Contractor the agreed rate of five thousand dollars (\$5,000) per month worked (the "Fee") and expenses incurred during the Term within forty-five (45) days of receipt of Contractor's invoice.
 - (b) Contractor agrees to send monthly invoices to Atos Origin covering the Services performed and expenses incurred under this Agreement during the preceding month. The invoice shall be in such form and provide such information as Atos Origin may request, and shall be for the Fee, but shall exclude any compensation Contractor may be eligible for pursuant to section 3.0(f) below.
 - (c) For client/prospect trips that require airfare, Contractor will submit travel requests to the Vice President of Sales for approval prior to completing any business travel, and shall cc: Saurabh Sen Gupta, your assigned Service Line Vice President and Sandra Cortez on your requests.
 - (c) The Fee does not include charges for sales, use, value-added, payroll or other taxes. Atos Origin shall have no liability for any such taxes, and any such taxes shall be the responsibility of Contractor.
 - (d) Contractor agrees that it will comply with all payroll withholding laws applicable to payments to its employees who provide services to Atos Origin or which relate to payments received from Atos Origin under this Agreement. Contractor agrees to indemnify and hold Atos Origin harmless to the extent of any obligation imposed by law on Atos Origin to pay any withholding, social security, or unemployment tax, or interest and penalties imposed thereon, in connection with any payments made to Contractor by Atos Origin under this Agreement or on account of

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- Contractor or Contractor's employees.
- (e) Additionally, Atos Origin shall pay Contractor the sum of \$50,000 within (30) days of the execution of the Lee County Contract renewal currently being negotiated.
 - (f) Additionally, Contractor shall be eligible to participate in the 2007 Sales Incentive Compensation Plan (the "Plan"), attached hereto as Exhibit A, pursuant to its terms, as they may be modified or amended by Atos Origin from time to time. Contractor's compensation for its sales efforts under the Plan shall be paid pursuant to the terms of the Plan, and on the time frame spelled out therein.
- 4.0 Independent Contractor. Contractor is an independent contractor. Neither Contractor nor any of its employees are or shall be deemed for any purpose to be an agent, employee, joint venture with or partner of Atos Origin. Neither Contractor nor any of its employees shall have the authority to make any statements, representations, or commitments of any kind, nor take any other action that would be binding on Atos Origin. Furthermore, Contractor understands that its employees are not eligible for employee benefits offered by Atos Origin or any of Atos Origin's customers.
- 5.0 Confidentiality.
- (a) "Confidential Information" shall mean any and all information disclosed to the Contractor, its employees or permitted subcontractors including, but not limited to that concerning the past, present or future research, development or business activities of Atos Origin and its Customers, as well as the results of services performed by the Contractor or its employees and approved subcontractors, and any market pricing or business prospects of Atos Origin, and any patents, patent rights, trademarks, trade names, trade secrets, software source code, or other proprietary information of Atos Origin or its Customers, except such information which: (i) was previously known by Contractor; (ii) is generally available to the public; (iii) is subsequently disclosed to the Contractor by a third party who is not under any obligations to either Atos Origin or its Customer; or (iv) was independently developed by the Contractor without reference or reliance to the Confidential Information.
 - (b) Contractor represents and warrants that it, its employees and approved subcontractors will hold all Confidential Information in trust and confidence and, except where there is a need to know in order to perform obligations under this Agreement, will not disclose any Confidential Information to any person. Upon request or upon termination of this Agreement, Contractor agrees to deliver or to dispose of all documents containing any Confidential Information in any manner as Atos Origin may direct. All approved subcontractors prior to performance shall enter into an agreement with Contractor under comparable terms as those stated herein protecting Confidential Information.
- 7.0 Non-compete. In consideration of the receipt of the Confidential Information and specialized training provided to Contractor by Atos Origin, the sufficiency of which is hereby acknowledged, Contractor agrees that during the term of this Agreement and for a six month period following termination of this Agreement, it will not directly or indirectly compete with Atos Origin with respect to any of Atos Origin's current customers, nor will Consultant compete with Atos Origin for the business of Atos Origin's prospective customers which are documented in Atos Origin's official pipeline document as of the date of the expiration or termination of this Agreement. To the extent his non-competition is declared unenforceable, the Parties agree that this Agreement shall be reformed in such a way as to render the non-competition obligation enforceable.
- 8.0 Indemnification. Contractor agrees to defend, indemnify and hold Atos Origin harmless from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting there from, including court costs and reasonable attorney fees, arising out of or relating to the Services performed by Contractor hereunder, including injuries to persons, damages to property or any claim that may be made that the work performed by Contractor infringes or violates any patent, trademark, copyright or trade secret of any person or entity, or claims that any employee of Contractor is entitled to employee benefits offered by Atos Origin. Contractor's obligations under this Section shall survive the termination of this Agreement for any reason. Atos Origin agrees to give Contractor prompt notice of any such claim, demand, or action and shall, to the extent Atos Origin is not adversely affected, cooperate fully with Contractor in the defense and settlement thereof.
- 9.0 Attorneys Fees. If it becomes necessary to bring suit to enforce any provision of this Agreement, the prevailing party shall be entitled to recover, in addition to any other award, reasonable legal fees together with court costs.
- 10.0 Applicable Law. This Agreement and all Work Statements shall be construed in accordance with, and any dispute arising in connection shall be governed by the laws of the State of Texas.
- 11.0 Assignment. Except for an assignment or delegation that may occur or be deemed to have occurred as a result of a merger, sale of assets or other business combination in which the surviving party specifically assumes the obligations of the other, no right, interest or obligations in the Agreement shall be assigned or delegated by Contractor without the prior written consent of Atos Origin.
- 12.0 Headings. The headings of the Sections are inserted for reference only and are not intended to be part of nor affect the

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meaning or interpretation of this Agreement or any Work Statement.

13.0 Notice. To be effective, all communications and notices relating to this Agreement or any Work Statement, shall be in writing and shall be sent by certified mail, return receipt requested, or delivered personally to the respective address set forth below, or to such other address (es) as either party shall designate by written notice.

If to Atos Origin:
Atos Origin, Inc.
5599 San Felipe, Suite 300
Houston, TX 77056
Attention: Vice President of Sales

If to Contractor:
Christian L. Campbell (D.B.A. Campbell Consulting Group)
1216 Sir Malory Lane
Lewisville, TX 75056
Attention: Christian L. Campbell

With a copy sent to:
Legal Department

14.0 Discrimination. Contractor shall not discriminate against any employee, nor any applicants for employment, based on race, creed, color, national origin, gender or age.

15.0 Severability. If any term of this Agreement is held as invalid or unenforceable, the remainder shall not be affected, and each term and provision shall be valid and enforced to the fullest extent permitted by law.

16.0 Waiver. A waiver by either party of any of the terms and conditions or covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.

17.0 Survival. The rights and obligations of the parties under Sections 3, 5 through 12 inclusive and 16, shall survive the termination of this Agreement.

18.0 Entire Agreement. This Agreement contains the entire understanding between the parties and may not be altered, varied, revised or amended except by an instrument, in writing, signed by the party against which enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative as of the day and year first above written.

Atos Origin, Inc)

By: _____

Name: Ryan Schebler

Title: Vice President of Sales

Christian L. Campbell (D.B.A. Campbell Consulting Group)

By: _____

(Corporate Officer)

Name: Christian L. Campbell

Title: President

Tax Id Number: ██████████ 7130

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EXHIBIT A

2007 Sales Incentive Compensation Plan