

## TEAMING AGREEMENT

This TEAMING AGREEMENT, effective upon signature by both parties, is entered into by and between BEARINGPOINT, INC., hereinafter referred to as BearingPoint or Contractor, a Delaware Corporation having a place of business at 1676 International Drive, McLean, VA 22102, and KATHY L. NEALY & ASSOCIATES, hereinafter referred to as Subcontractor, a Sole Proprietorship, having a place of business at 1211 Willow Glenn, Dallas, Texas 75232.

### 1. PURPOSE OF TEAMING AGREEMENT

The purpose of this Teaming Agreement is to set forth the terms and conditions of the shared arrangement between BearingPoint and the Subcontractor to obtain a BearingPoint contract for the Dallas County Clerk's Recording, Imaging and Indexing System Project ("the Project") and a Subcontractor subcontract from BearingPoint for the Project.

### 2. SCOPE OF THE TEAMING AGREEMENT

- a. This Teaming Agreement shall apply to the Project only and to no other effort undertaken by the Contractor or Subcontractor jointly or separately.
- b. This Teaming Agreement shall not confer any right or impose any obligation or restriction on the Contractor or Subcontractor with respect to any other effort at any time undertaken which does not pertain to the Project.
- c. This Teaming Agreement shall not preclude the Contractor or Subcontractor from independently soliciting or accepting any contract or subcontract not related to the Project.
- d. This Teaming Agreement shall not limit the rights of the Contractor or Subcontractor to independently promote, market, sell, lease, license, or otherwise dispose of its services or products apart from the Project.

### 3. RELATIONSHIP OF THE PARTIES

- a. During the term of this Teaming Agreement, BearingPoint and the Subcontractor agree to work together in good faith to obtain a BearingPoint contract for the Project and Subcontractor a subcontract to BearingPoint for the Project.
- b. During the term of this Teaming Agreement, BearingPoint and the Subcontractor each agrees that it will not participate in any other teaming effort of any kind with any other party in response to the Project, except that BearingPoint may participate in teaming efforts with other parties not related to Subcontractor's services.
- c. During the term of this Teaming Agreement, BearingPoint and the Subcontractor agree that each party will not respond independently to the Project.
- d. During the term of this Teaming Agreement, neither party shall abandon the Project prior to submission to the other party of a written statement signed by an officer of BearingPoint or an officer of Subcontractor setting forth the reason for abandonment.
- e. This Teaming Agreement does not constitute, create, or give effect to a partnership, joint venture, or any other type of formal business entity. BearingPoint and the Subcontractor are independent contractors. Neither is the agent of the other and neither may bind the other.

Teaming Agreement without obtaining prior approval from the other party. In the event such approval is granted any resulting publicity shall give due consideration to the role and contributions of the other party. Neither party shall be precluded from revealing the contents of this Teaming Agreement to any United States Governmental entity.

- g. During the term of this Teaming Agreement each party will bear the respective costs, risks, and liabilities incurred by it as a result of its activities and obligations. Neither party shall have any right to any reimbursement, payment, or compensation of any kind from the other party during the term of this Teaming Agreement for efforts related to the Project.
- h. During the term of this Teaming Agreement and any other contract or subcontract between the parties to the Agreement and for a period of one year thereafter, the parties agree that neither shall solicit any technical or professional employee of the other party assigned to work on the Project, without prior written approval of the party whose employee is being considered for employment.
- i. Inventions and other intellectual property shall remain the property of the originating party. In the event of joint inventions, the parties shall establish their respective rights by negotiating between them. In this regard, it is recognized and agreed that the parties may be required to and shall grant licenses or other rights to the Contractor and/or Client to inventions, data, and information under such standard provisions which may be contained in the prime contract contemplated by this Agreement.
- j. Access to information classified and secured by a United States Governmental entity shall be governed by applicable law and regulations.
- k. This Teaming Agreement shall be governed by and interpreted under the laws of Virginia. Subcontractor hereby irrevocably consents to exclusive and personal jurisdiction in the Commonwealth of Virginia, and either party may pursue any right or remedy available at law and/or equity in the Commonwealth.

4. PERFORMANCE

- a. Each party will act in good faith and exert reasonable efforts to obtain a BearingPoint contract for the Project and Subcontractor subcontract to BearingPoint for the Project in accordance with Exhibit A entitled "Pre-Award Statement of Responsibilities."
- b. The Contractor will recognize and identify the Subcontractor in any proposal or other response to a solicitation for the Project.
- c. The Contractor will act in good faith and exert its best efforts to obtain approval to use the proposed Subcontractor upon the Project.
- d. The Contractor will advise the Subcontractor of changes in the Project which affect the Subcontractor.
- e. In the event the Contractor is awarded a contract for the Project, the Contractor and Subcontractor agree to negotiate in good faith and proceed in a timely manner to execute a mutually acceptable subcontract for the work to be performed by the Subcontractor, as set forth in the "Statement of Work" at Exhibit B. Without restricting the terms and conditions of the subcontract, the contemplated subcontract will contain provisions passing down those terms and conditions of the prime contract which must be passed on to the Subcontractor in order to comply with such prime contract. The subcontract will be negotiated at a fair and reasonable price(s). Further, price consideration for the work to be performed will be based on the Subcontractor's proposal and the Prime Contractor's negotiations with the Client. It is understood between the Prime Contractor and the Subcontractor that any such subcontract may be subject to the approval of the Client regardless of the provisions hereof.

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#### 5. TERMS OF TEAMING AGREEMENT

This Teaming Agreement shall be effective upon signature by both parties. It shall terminate effective upon the earliest occurrence of any of the following:

- a. Written agreement of both parties to terminate this Teaming Agreement.
- b. The expiration of two (2) years from the effective date of this Teaming Agreement, except that this Teaming Agreement may be extended by agreement of both parties.
- c. The failure of the Subcontractor to provide timely and acceptable input during the Pre Award phase of the Project; provided however, that notice is given to the representative of the Subcontractor identified in paragraph 6.
- d. Written notice from the Client that the Project has been canceled or that the Project has been changed to eliminate all or substantially all of the work contemplated for the Subcontractor.
- e. Award of a contract for the Project to a party other than the Contractor.
- f. The written refusal of the Client to approve the Subcontractor as a Subcontractor to BearingPoint under the Project.
- g. The execution of a Subcontract between the parties for the Project.
- h. The commencement, voluntary or involuntary, of proceedings in reorganization or bankruptcy for one of the parties, including filing under Chapter 11 of the United States Bankruptcy Code.
- i. The debarment or suspension of one of the parties by the United States Government.
- j. The failure of the parties to reach agreement on a subcontract after a reasonable period of good faith negotiations within ten (10) days of award of the prime contract.

#### 6. NOTICES

Any notice or other written submission required or permitted shall be directed to the specific person designated below to represent the Contractor and the Subcontractor. Communications which are not properly directed to the persons designated shall not be binding. The individuals designated below shall be the only individuals eligible to receive any and all written notices under this Teaming Agreement.

##### CONTRACTOR

Name:  
Title:  
Firm:  
Full Address:

Telephone:  
Facsimile:

##### SUBCONTRACTOR

Name: Kathy L. Nealy  
Title: President  
Firm: Kathy L. Nealy & Associates  
Full Address: 1211 Willow Glen  
Dallas, TX 75232  
Telephone: (214) 374-2878  
Facsimile: (214) 374-0715

#### 7. PROPRIETARY DATA

- a. The parties anticipate that under this Teaming Agreement it may be necessary for either party to transfer to the other information of a proprietary nature. Proprietary information should be clearly identified in writing by the disclosing party at the time of disclosure. Oral disclosure,

- b. Each of the parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the Program and efforts identified herein.
- c. Neither party shall make any reproduction, disclosure, or use of such proprietary information except as follows:
- (1) Such data furnished by the Subcontractor may be used by the Contractor in performing its obligations under this Teaming Agreement.
  - (2) Such data furnished by the Contractor may be used by the Subcontractor in performing its obligations under this Teaming Agreement.
  - (3) Such data may be used in accordance with any written authorization received from the disclosing party.
- d. The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and neither party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:
- (1) If the information has been developed independent by the party receiving it, or has been lawfully received from other sources, including the United States Government, provided such other source did not receive it due to a breach of this Teaming Agreement or any other agreement.
  - (2) If the information is published by the party furnishing it or is disclosed by the party furnishing it to others, including the United States Government, without restriction, or it has been lawfully obtained by the party receiving it from other sources, including the United States Government, or if such information otherwise comes within the public knowledge or becomes generally known to the public.
  - (3) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the party furnishing the proprietary information thereunder, after the issuance of said patent, the limitations on such proprietary information as is disclosed in the patent shall be only that afforded by the United States Patent Laws.
- e. Neither the execution and delivery of this Teaming Agreement, or the furnishing of any proprietary information by either party shall be construed as granting to the other party either expressly, by implication, estoppel, or otherwise, any license under any invention or patent, hereafter owned or controlled by the party furnishing same.
- f. NOTWITHSTANDING the expiration of the other portions of this Teaming Agreement, the obligations and provisions of this paragraph shall continue for a period of two (2) years from the effective date of this Teaming Agreement.
- g. The individuals designated under the paragraph entitled, NOTICES, shall be the only persons to receive proprietary or confidential information exchanged between the parties pursuant to this Teaming Agreement.

Kathy L. Nealy + Associates

BearingPoint, Inc.

BY: Kathy L. Nealy  
(Name of Authorized Signer)

BY: [Signature]

TITLE: President

TITLE: Managing Director

DATE: 3-26-04

**EXHIBIT A****PRE-AWARD STATEMENT OF RESPONSIBILITIES**

This Exhibit A to the Teaming Agreement sets forth the responsibilities of the parties during the pre-award phase of the Project.

1. Each party will act in good faith and exert reasonable efforts to obtain a BearingPoint contract for the Project and a subcontract to KATHY L. NEALY & ASSOCIATES.
2. The Contractor shall be responsible for coordination of all interactions with the Client. The Subcontractor shall make no representation to the Client, written or oral, without the prior consent of the Contractor.
3. The Contractor shall be responsible for coordination of all proposal or solicitation response activities. The Subcontractor shall make no submission to the Client without the prior consent of the Contractor.
4. The Subcontractor shall make available to the Contractor such personnel as are necessary and qualified to support the pre-award activities of the Project. This will include, but not be limited to, technical, managerial, marketing, and executive personnel.
5. The Subcontractor shall furnish to the Contractor accurate and complete material for any proposal or solicitation response activities, including, but not limited to, manuscripts, technical data, drawings, technical approach methodologies, management plans, management charts, related experience, personnel information, resumes, non-proprietary cost data, and other information as may be required to fully respond to the Project proposal requirements or other solicitation response requirements.
6. In the event the Client determines that it will not approve the Subcontractor under the Project, upon written consent of the Contractor, the Subcontractor shall be free to appeal directly to the Client. Further, the Contractor shall support the Subcontractor's appeal to the extent that it does not in any way harm the position or interest of the Contractor.

**EXHIBIT B**

This Exhibit B to the Teaming Agreement sets out the anticipated Statement of Work, including rates/cost, schedules, key personnel, and other pertinent information relative to Subcontractor's role on the Project, as presently contemplated by the parties. In that regard, it is anticipated that Subcontractor will perform the following functions and scope:

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