

**SERVICES AGREEMENT**

**PARTIES**

This Services Agreement ("Agreement") is entered into by and between Qnet Information Services ("QNET") (herein as "Client") with a business address of 11325 Pegasus, Suite W126, Dallas, TX 75238 and Kathy L. Nealy & Associates ("KLNA") (herein as "Consultant") with a business address of 2621 State Street, Dallas, TX 75204 (collectively herein as the "Parties"), as of the 17<sup>th</sup> day of December 2010.

WHEREAS, Consultant is capable of performing certain services and Client desires to have Consultant perform such services on its behalf.

NOW, THEREFORE, and in consideration of mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant agree as follows:

**SERVICES**

Consultant shall assist Client relating to the Dallas County Request for Proposals ("RFP") of Desktop Support Services.

**TERMS**

This Agreement will be effective as of the December 29, 2010, and shall continue until January 5, 2010.

**CONSIDERATION**

Client shall pay Consultant an initial retainer for consulting services in the amount of ten thousand dollars (\$10,000).

**PAYMENT OF CONSIDERATION**

Client shall pay initial retainer with the signing of this agreement.

**INDEPENDENT CONTRACTOR**

Parties acknowledge and agree that Consultant is an independent contractor, and not an employee of, Client, and that Consultant will have no authority to bind, or to otherwise incur liability on behalf of Client. Client will have no obligation whatsoever to provide any employee benefits or privileges of any kind or nature to Consultant, including without limitation, insurance benefits, pension benefits or travel privileges. Further, Consultant agrees that Client is not responsible to collect or withhold federal, state, or local taxes, including income tax and social security, and that any and all taxes imposed, assessed or levied as a result of this Agreement shall be paid by Consultant.

**GOVERNMENT  
EXHIBIT NO.  
506  
3:14-CR-293-M**

## **CONFIDENTIALITY**

**Confidential Information:** Parties acknowledge that they may have access to certain of the other party's confidential and proprietary information and trade secrets ("Confidential Information") in connection with the Agreement. Parties will take all reasonable precautions necessary to safeguard all Confidential Information.

**Usage and Disclosure:** Parties will use the Confidential Information solely to fulfill the purposes of this Agreement. Parties will not disclose, in whole nor in part, the Confidential Information to any person, except to employees or agents who require access to fulfill the purposes of the Agreement.

**Limitation:** Parties will not have any confidentiality obligation with respect to any portion of information that (i) it independently knew or develops, (ii) it lawfully obtains from a third party under no obligation of confidentiality or (iii) becomes available to the public other than as a result of its act or omission.

## **NOTICES**

Any notice or approval required or permitted under this Agreement will be given in writing and sent by certified mail, return receipt requested, postage prepaid, to the address specified below or to any other address that may be later designated in writing by prior notice. Any sent pursuant hereto will be deemed to have been received three (3) days after the date of its posting.

## **INDEMNITY**

Consultant hereby agrees to indemnify and hold harmless Client, its officers, directors, employees and gents (the "Client Indemnified Parties), from and against any and all claims, liabilities, losses, damages, judgments, penalties and expenses, (including reasonable attorneys' fees and litigation expenses) which may be imposed upon, incurred by or recovered from the "Client Indemnified Parties" as a direct or indirect result of Consultant's performance of, or failure to perform, its obligations under this Agreement, or Consultant's negligent or willful misconduct in its performance hereunder. Client hereby agrees to indemnify and hold harmless Consultant, its officers, directors, employees and gents (the "Consultant Indemnified Parties), from and against any and all claims, liabilities, losses, damages, judgments,, penalties and expenses, (including reasonable attorneys' fees and litigation expenses) which may be imposed upon, incurred by or recovered from "Consultant Indemnified Parties" as a direct or indirect result of Client's performance of, or failure to perform, its obligations under this Agreement, or Client's negligent or willful misconduct in its performance hereunder.

### **If to Client:**

Qnet Information Services  
11325 Pegasus, Suite W126  
Dallas, TX 75238

### **If to Consultant:**

Kathy L. Nealy & Associates  
2621 State Street  
Dallas, TX 75204

**DISPUTE REGULATION**

Parties agree that in the event of a dispute arising under this Contract, that Parties shall submit the dispute in good faith to a mediator before filing suit in a court of law. Such mediator shall have education and/or experience in the area of business or accounting. The mediation shall be conducted in accordance with rules of the American Arbitration Association. The mediation shall occur in Dallas, TX. The fees for mediation shall be divided equally between the parties. If an agreement is reached in mediation that resolves the dispute, such agreement shall be an irrevocable binding agreement on the parties.

**CHOICE OF LAW**

The laws of the State of Texas shall govern this Contract and any disputes that arise hereunder. The obligations of Parties are performable. Venue for any legal action arising out of this Contract shall lie in Dallas, Texas.

**ENTIRE AGREEMENT**

Parties agree that this Agreement represents, constitutes, and expresses the entire agreement between Parties. The terms of this Agreement shall not be modified except by written amendment between the parties; and

This written Agreement supersedes any and all prior contracts, drafts, verbal or written communications, whether or not such acts were previously executed and/or incorporated into this agreement.

**AUTHORITY & SIGNATURES**

Parties agree that the individuals whose signatures appear below have the authority to enter into this contractual agreement and to bind the Parties to this Agreement. By signing this Agreement, Parties agree that they have read and understand its contents, and agree to each of the terms and conditions stated in it.

IN WITNESS WHEREOF, Parties have executed this Agreement effective as of the date first set forth above.

**Qnet Information Services  
"Client"**

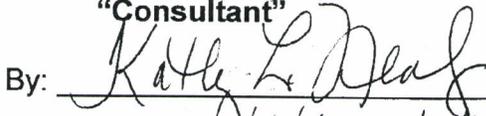
By: 

Printed Name: Larry Hall

Title: President/CEO

Date: 12/29/10

**Kathy L. Nealy & Associates  
"Consultant"**

By: 

Printed Name: Kathy L. Nealy

Title: President

Date: 12-29-10