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FAX COVER SHEET

Date: 12-16-04
 To: Buck O'Connor From: Lori Welch
 Company: SUN Dept.: _____
 Phone: 781/442-0489 Phone: 408/510-0430
 Fax: 781/442-1699 Fax: 408/510-0215
 Subject: _____

Number of Pages (including cover): 13 Hard Copy to Follow: Yes _____ No _____

Remarks: Urgent For Your Review Reply ASAP Please Comment

Message: Aug. 2004
Current agreement w/ P&O
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cc: _____

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
TRIAL EXHIBIT 486
 CASE NO. 10-03561 WHA
 DATE ENTERED _____
 BY _____
 DEPUTY CLERK

CONTINGENT WORKFORCE SUPPLIER AGREEMENT

This agreement is entered into this 5th day of August, 2004, between PrO Unlimited Inc., a New York corporation, with its principal place of business located at 415 Crossways Park Drive, Woodbury, NY 11797 ("PrO") and Vennari Partners, a North Carolina Limited Liability corporation with its principal place of business located at 275 Battery Street, Suite 800, San Francisco, California 94111. ("Supplier").

WHEREAS, PrO is in the business of providing contingent workforce management services and PrO has entered into an agreement to provide as an agent such services to Sun Microsystems, Inc. ("Customer") and;

WHEREAS, From time to time PrO requires assistance from temporary staffing providers, such as Supplier, in filling Customer requests. PrO desires to retain Supplier to provide, and Supplier desires to supply staffing services on an as needed basis to Customer.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. DESCRIPTION, LOCATION AND PRICING OF SERVICES. At PrO's request, Supplier will assign its employees to Customer to perform services. The services to be provided, the location of the performance of those services, and associated pricing will be agreed upon for Customer, by PrO and Supplier in Exhibit A to this Agreement, which may be amended from time to time. To be effective, each Exhibit A shall be signed and dated by an authorized representative of PrO and Supplier. Failure by Supplier to complete any amendment to any Exhibit A within three (3) business days of receipt may result, at PrO's sole discretion, in Supplier being excluded from performing services for Customer. The pricing agreed upon by the parties is confidential and proprietary to PrO and Supplier. With the exception of disclosure to Customer upon Customer's request, neither party will disclose the information pertaining to pricing under this Agreement without the other party's written permission. This non-disclosure obligation will survive any termination of this Agreement.

PrO may, at its option and in its sole discretion, contact Supplier to perform the services, provided PrO will not be obligated to retain Supplier for the services. Supplier's performance of services will be subject at all times to Customer's approval. Supplier is prohibited from providing payroll services for workers sourced by Customer.

2. SUPPLIER'S RESPONSIBILITIES.

(a) **Generally.** Supplier shall only supply its employees to perform services for Customer upon PrO's specific request. Supplier will recruit, interview, select, hire and assign employees who, in Supplier's judgment, are best qualified to perform the services requested by PrO. As the employer, Supplier will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any directly to its employees; (v) provide for liability and fidelity insurance as specified in Section 3 below, and (vi) provide workers compensation insurance coverage in amounts as required by law. Supplier will only supply a particular candidate's resume if Supplier has been informed of a specific opportunity and candidate has agreed to said submission.

(b) **Compliance.** In connection with the performance of this Agreement, Supplier shall comply with all applicable laws, regulations and orders, including but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act and the Immigration Reform and Control Act. Supplier shall comply with the provisions of the Equal Opportunity Clause set forth in 41 CFR 60-1.4(a) and Executive Order 11246 (as amended). Supplier further agrees to assign employees to perform services without regard to race, religion, national origin, color, age, sex, sexual orientation, marital status, pregnancy, physical or mental disability, veteran status, or any other classification protected by applicable local, state or federal employment discrimination laws.

(c) **Employees on Assignment.** The employees assigned to Customer under this Agreement shall remain employees of Supplier and not of Customer, and Supplier shall be solely liable for the conduct of supplier employees and their compliance with the relevant provisions of this Agreement. Supplier's employees will perform the services under the general direction of Customer, but the manner and the means by which services are provided are in the sole discretion of Supplier and Supplier employees. Supplier's employees shall not be

entitled to participate in any of PrO's or Customer's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether reduced to writing or not. As a condition of assignment to Customer, Supplier shall require its employees to acknowledge in writing the applicability of the terms of this Section. Supplier shall treat all employees it assigns to perform services as employees of Supplier and report all wages earned by its employees on a Form W-2. Supplier shall not assign personnel to Customer as independent contractors.

(d) **Supplier Guarantee.** Supplier guarantees that its employees assigned to Customer will perform the services to Customer's satisfaction. If such services are not performed satisfactorily within the warranty period specified in Exhibit A, Supplier will, upon reasonable notice from Customer or PrO, cancel all charges for unsatisfactory services during such warranty period.

(e) **Subcontracting.** Subcontracting of orders is not permitted under the terms of this Agreement and all employees provided by Supplier for services to Client shall be an employee of Supplier.

(f) **Confidentiality.** Supplier understands that Customer possesses Proprietary Information, as defined below, which is important to its business and that this Agreement creates a relationship of confidence and trust between Supplier, PrO and Customer with regard to Proprietary Information. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of Customer, or is developed, created or discovered by an employee of Supplier while performing services, or which became or will become known by, or was or is conveyed to Customer which has commercial value in Customer's business. "Proprietary Information" includes, but is not limited to, trade secrets, computer programs, ideas, techniques, inventions (whether patentable or not), business and product development plans, customers and other information concerning Customer's actual or anticipated business, research, development, personnel information, inventions, or which is received in confidence by or for Customer from any other person. Supplier agrees that:

- (i) At all times both during the term of this Agreement and after its termination, Supplier will take all reasonable steps to keep in confidence and trust, and will not use or disclose, any Proprietary Information without the prior written consent of Customer, except as may be necessary in the ordinary course of performing services under this Agreement;
- (ii) Supplier will ensure that any individual that it refers to Customer under this Agreement signs Customer's Worker Confidentiality & Assignment Agreement prior to the commencement of the provision of services, which will be provided in the Supplier Handbook upon execution of this Agreement.
- (iii) Unauthorized use of Proprietary Information will diminish the value to Customer of such information. Therefore, if Supplier breaches any of its obligations hereunder with respect to Proprietary Information, Customer shall be entitled to equitable relief to protect its interests therein, including but not limited to injunctive relief, as well as monetary damages. Supplier hereby waives any requirement for the posting of a bond or any other security if Customer seeks an injunction hereunder.
- (iv) Supplier further acknowledges that Customer's property including all documents, such as drawings, manuals, notebooks, reports, sketches, records, computer programs, employee lists, customer lists and the like in its custody or possession, delivered to Supplier by Customer, related to the business activities of Customer or its customers or suppliers and containing any information of data whatsoever, whether or not Proprietary is the sole and exclusive property of Customer. Supplier agrees to deliver all of Customer's property and all copies of Customer's property in Supplier's possession to Customer within five (5) days of Customer's or PrO's request.
- (v) Confidential Information shall not include: (i) information that is generally available to the public, through no fault of Supplier and its employees and without breach of this Agreement; (ii) information which was already in the possession of Supplier without restriction prior to any disclosure by Customer hereunder; (iii) information which was lawfully disclosed to Supplier by a third party without an obligation of confidentiality upon Supplier; or (iv) Supplier can prove that

such information was developed independently by Supplier without the use of information disclosed by or developed for Customer and without the participation of Supplier employee.

(g) **Employee Information.** Prior to Supplier's placement of an employee with Customer, Supplier will provide PrO with the following information: (i) the employee's name, (ii) the employee's social security number, (iii) the employee's pay and bill rates, (iv) type of employee, (i.e. clerical, technical, etc.), (v) a copy of Customer's then current Worker Confidentiality and Assignment Agreement, executed by employee and Supplier, and (vi) such other information as PrO may reasonably request.

(h) **Contact with Customer.** Unless otherwise directed by PrO, Supplier will deal directly and exclusively with PrO with respect to the services and Supplier's employees. Except as expressly directed by PrO, Supplier will not direct any such inquiries or matters to Customer.

(i) **Order Status Updates.** Supplier will provide PrO with status updates on all service orders as PrO reasonably requests.

(j) **Bill Rates.** Supplier will utilize bill rates agreeable to PrO and Customer for the employees performing the services.

(k) **Orientation.** At PrO's request, Supplier's employees assigned to Customer will attend orientations regarding the expectations, policies and procedures that each worker must observe while performing services for Customer. Such orientations will be conducted, at PrO's option, by PrO or Supplier.

(l) **Information Management Reports & Performance Measurements.** Supplier will provide to PrO such information as Customer may require from time to time for management reports and Supplier performance measurements. Supplier will make a good faith effort to accommodate any specialized record keeping requirements related to Customer. Supplier will cooperate with PrO and Customer in the development of measurements of Customer satisfaction and Supplier performance and scorecards.

(m) **Document Retention.** Supplier will maintain complete and accurate records, in accordance with generally accepted accounting principles in force at the time, of all expenses incurred in the performance of this Agreement. Supplier will maintain originals of such records for three (3) years following any termination of this Agreement. Such documents may be audited by Customer or PrO during the term of this Agreement and three (3) years thereafter.

(n) **Background Verifications.** Prior to the performance of any services on Customer's premises (or access to Customer's WAN), Supplier's employee will be required to complete and pass Customer's background requirements, which will be provided in the Supplier Handbook upon execution of this Agreement. Customer will perform all Supplier employee background checks through Customer's SunScreen program. Supplier will require each prospective worker to complete and execute the then current SunScreen Contingent Worker Application ("SunScreen"), a sample of which will be provided in the Supplier Handbook upon execution of this Agreement. Supplier employees who have not performed services on Customer's premises within the previous six (6) months must complete a new SunScreen Application. Customer may refuse to allow a Supplier employee to perform services on its premises based upon its evaluation of the information contained in the SunScreen Application.

Supplier further agrees to comply with all state and federal laws in conducting background verifications, including the Fair Credit Reporting Act and similar state credit reporting laws. Such obligations of Supplier include, but are not limited to, complying with disclosure requirements, obtaining the relevant written authorizations to obtain background verification information, observing required confidentiality obligations, and not using information pursuant to background verification for improper purposes.

(o) **Former Employees of Customer.** Supplier will not submit any former employees of Customer for assignment with Customer, for whom there has not been a minimum of six (6) months since their termination of employment with Customer.

(p) **Supplier's Liability for Loss or Damage.** In the event Supplier employee loses or causes damage to work product or services ("Deliverables") of Customer or others, or loses Deliverables while in Supplier's care

and custody, Supplier shall promptly remedy such loss or damage to the satisfaction of Customer, or Customer may so remedy and deduct the cost thereof from any amounts due or to become due to Supplier.

3. ORDER CANCELLATION; REMOVAL OF EMPLOYEES; TERMINATION OF AGREEMENT

(a) **Order Cancellation.** PrO may cancel, without charge, any particular request for services at anytime prior to Supplier's employee(s) beginning the assignment.

(b) **Removal of Employees.** At PrO's or Customer's request, Supplier will remove any of its employees assigned to Customer; provided, that this Agreement will in no way affect the right of Supplier, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

(c) **Termination of Agreement.** The term of this Agreement begins as of the date first shown above and will continue in effect until cancelled by (i) Supplier upon not less than (30) days prior written notice to PrO or (ii) PrO upon not less than ten (10) days prior written notice to Supplier, provided, PrO may, at the instruction of a specific Customer, terminate this Agreement immediately with respect to such Customer. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

4. PAYMENT FOR SERVICES.

(a) **Generally.** In so far as there may be actual services provided by Supplier for which payment is due from PrO, and in consideration of Supplier's performance hereunder, Supplier will be paid in accordance with the terms of the billing procedures set forth in Exhibit B to this Agreement.

(b) **Overtime Compensation.** The pricing provided in Exhibit A does not contemplate non-exempt Supplier employees (as "non-exempt employee" is defined in the Fair Labor Standards Act) working overtime. For any hours worked which qualify as overtime for non-exempt employees, Supplier will bill at the bill rate for overtime as set forth in Exhibit A. Hours, if any, required to be paid at premium rates will be performed only at the specific request of PrO or Customer, and must be evidenced by signed time cards. Supplier employees will not provide Services on an "overtime" basis, unless such overtime is planned and authorized in advance by the appropriate Customer manager. Supplier will only be paid for overtime which has been pre-approved by Customer.

(c) **Travel and Related Expenses.** If Customer is to reimburse travel and related expenses, Supplier shall comply with then current Contractor Travel Guidelines, which will be provided in the Supplier Handbook upon execution of this Agreement. Any such travel and related expenses shall be billed as a pass-through costs with no mark-ups.

5. WORKERS' COMPENSATION AND LIABILITY INSURANCE.

Supplier will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

(a) **Workers' compensation.** Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed; which coverage will include Customer and PrO as alternate employers and will indicate no right of recovery or subrogation against Customer or PrO;

(b) **Employer's Liability.** Employer's liability insurance with a limit of not less than \$1,000,000 per accident;

(c) **Commercial Auto Liability.** Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by Supplier (as well as non-owned vehicles used by Supplier) while performing services under this Agreement;

(d) **Commercial General Liability.** Commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage, with a \$3,000,000 combined single limit per occurrence; which coverage will name Customer and PrO as additional insureds;

(e) **Commercial Blanket Bond.** Commercial blanket bond insurance covering dishonest acts committed by Supplier's employees against Customer and PrO on a worldwide basis with limits of \$3,000,000 in the aggregate per occurrence, which names Customer and PrO as loss payees;

(f) **Professional Liability Insurance.** Professional Liability is required for any Supplier providing professional services such as Attorneys, Architects, CPAs, etc. covering liability imposed by law or by contract arising out of an error, omission or negligent act by Supplier, its agents or employees in the performance of professional services in an amount not less than \$1,000,000 combined single limit per occurrence. If the coverage is on a claims-made basis, coverage must continue for at least one (1) year after final acceptance of the services; and

(g) **Umbrella Coverage.** Umbrella liability coverage with a \$2,000,000 limits per occurrence and in the aggregate.

Both PrO and Customer and their respective parent, subsidiaries and affiliates, directors and employees will be: (1) named as additional insureds on the required commercial general liability, commercial auto liability and umbrella liability coverage; (2) named as alternate employers on the required workers' compensation and employer's liability coverages; (3) named as joint loss payees on the required comprehensive crime coverage; and (4) be provided a waiver by insurer's of any subrogation rights under all required coverages except comprehensive crime.

All coverage required hereunder will be provided by carriers having a minimum AM Best & Co. paying ability rating of no less than A. In the event that PrO authorizes use of a secondary supplier, the insurance requirements in this Section 5 will apply to any secondary suppliers retained by Supplier in connection with the performance of this Agreement. Evidence of coverage under this Section will be provided prior to the commencement of services under this Agreement and such coverage shall not be subject to cancellation on less than thirty (30) days written notice. All notices under this Section 5 will be sent to the attention of Customer's and PrO's Directors of Risk Management.

All such certificates will delete any "endeavor to" and "but failure to notify" provisions from the certificate's cancellation notice language and evidence waiver by the insurers of any subrogation rights with respect to PrO and Customer, except to the extent such waivers are prohibited by law. All Supplier insurance will be primary with no right of contribution by PrO or Customer or their respective insurers. Supplier will be solely and fully responsible for any deductibles or self-insured retentions under any required coverage, and will declare any deductibles or self-insured retentions that are in excess of \$500,000.

Supplier will remain liable for any insurance obligation not satisfied; however, this requirement will in no way restrict or reduce any indemnification obligations contained elsewhere in this Agreement. In the event Customer has additional insurance requirements Supplier further agrees to comply with those additional requirements. Any such additional requirements shall be attached hereto as Exhibit C.

6. INDEMNIFICATION BY SUPPLIER. Supplier will indemnify, defend and hold harmless PrO and Customer and their respective directors, officers, employees and agents from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer or PrO to the extent arising out of any of the following:

(a) **Compliance.** Supplier's failure to comply with applicable laws, regulations or orders;

(b) **Employer of Record.** Any claim by Supplier employee or governmental agency that a Supplier employee is an employee of Customer,

(c) **Acts or omissions.** Any negligent act or omission or intentional misconduct on the part of Supplier, its officers, employees (including its employees on assignment) or agents, within the scope of their employment, provided Supplier's indemnity obligation will be limited to property damage, bodily injury and wrongful death;

(d) **Breach.** Breach of any obligation of Supplier contained in this Agreement;

(e) **Workers' Compensation.** Any direct claim for workers' compensation benefits or personal injury claims or job-related bodily injury or death asserted against Customer or PrO by any Supplier employees or, in the event of death, by their personal representatives;

Supplier's obligation to indemnify, defend and hold harmless under Sections 6 (a) through 6 (e) above will not apply to indirect, incidental, special or consequential damages.

(f) **Theft of Customer property by Supplier employees.** Any claim for damages for theft of Customer personal or intellectual property.

(g) **Third Party Claims.** Any third-party claim arising out of the use of any product, application, and/or service in accordance with the services provided by Supplier or Supplier's employee under this Agreement.

(h) **Taxes.** If any federal, state or local authority, including but not limited to, taxing authority may claim that Customer or PrO is or maybe liable on account of any payroll, payroll tax, or benefit plan obligations, including the payment of interest or penalties, with respect to any such Supplier personnel, then Supplier shall: (1) cooperate fully in Customer's or PrO's defense of such claim; and (2) disclose its income tax returns, payroll tax returns, information returns and transmittals, and associated payment deposits records, canceled checks and instruments, and other such documents reasonably necessary to enable Customer or PrO to perfect its defense of such claims; and (3) execute and deliver such powers of attorney or other consents as may be necessary to enable customer to obtain copies of such returns and other documents from the taxing and other authorities that are appropriate or helpful in order to prove compliance with tax and other legal requirements; and (4) indemnify and hold Customer and PrO harmless from any cost, loss, damage, or expense, including taxes as well as any interest or penalties

7. NOTIFICATION OF CLAIMS. PrO agrees (a) to notify Supplier in writing of any claim asserted under Section 6 within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first and (b) to permit Supplier to defend the claim, with counsel approved by PrO which approval will not be unreasonably withheld. Supplier will not pay or agree to pay any asserted claim under this Agreement without prior written approval from the PrO Legal Department, which approval will not be unreasonably withheld.

8. OWNERSHIP OF WORK PRODUCT.

(a) Supplier agrees that any of its employees performing services for Customer must assign and agree to assign, to Customer, without additional compensation, all right, title and interest in and to all creations, inventions, ideas, designs, copyrightable materials, trademarks, and other technology and rights (and any related improvements or modifications), whether or not subject to patent or copyright protection (collectively, "Creations"), that are conceived or developed by Supplier's employees, alone or with others, in connection with performance of the Services, whether or not conceived or developed during regular business hours. Such Creations shall be the sole property of Customer and, to the maximum extent permitted by applicable law, shall be deemed works made for hire.

(b) Supplier's employee shall promptly inform Customer of any such Creations. Supplier's employee shall (whether during or after the period of the Services) execute such written instruments and do other such acts as may be necessary in the opinion of Customer to obtain a patent, register a copyright, or otherwise enforce Customer's rights in such Creations (and the Consultant hereby appoints Customer and any of its partners as the Supplier's employee's attorney in fact to undertake such acts in the Supplier's Employee's name).

Supplier shall ensure that each employee assigned to perform services for Customer is notified of this provision and agrees to the obligations of this provision.

9. WARRANTIES, DATA PRIVACY, REPRESENTATIONS AND INTELLECTUAL PROPERTY RIGHTS.

(a) Supplier represents and warrants that: (i) Services will be performed by qualified Supplier employees with reasonable skill and care, (ii) Services will be of a quality conforming to the commercial industry standards,

and (iii) Services will conform to any applicable specifications in the job description. In addition, Supplier warrants that Deliverables do not contain any virus, worm or other harmful code.

(b) Supplier represents and warrants that Supplier and its employees are, and will be, the exclusive creator and developers of any Deliverables; that each Deliverable is original and does not infringe or misappropriate any Intellectual Property Right of any third party; that Deliverables do not defame any third party; and that Supplier has the exclusive right, title and interest to make, disclose, use, and carry-out any other exploitation of Supplier pre-existing work, work product and services by Supplier and its employees in the performance of Deliverables. Supplier has obtained all necessary releases, representations, warranties and assignments prior to commencement of Deliverables for Customer. Supplier represents and warrants that its employees are under no preexisting obligation or obligations inconsistent with any of the duties or obligations of this Agreement.

(c) Supplier acknowledges the importance of dealing appropriately with personal, individual and related information and data regarding Customer's clients and/or employees and accordingly represents and warrants that as part of and in consideration for Deliverables: (i) it will at all times during the term of the Agreement(s) maintain appropriate technical and organizational measures to protect any such data and information (including data that personally identifies an individual) that it collects, accesses, processes or receives from Customer under the terms of this Agreement against unauthorized or unlawful transfer, processing or alteration and against accidental access, loss, damage, processing, use, transfer or destruction; (ii) it has taken all steps to ensure the reliability and security of systems operated by or on behalf of Supplier and/or Supplier's employees that process such data and information in connection with this Agreement; (iii) it will act only on PrO and/or Customer's instructions in relation to the processing of any such data that PrO and/or Customer provides to Supplier or Supplier's employees, or that Supplier or Supplier's employees gathers on behalf of Customer; (iv) Supplier and Supplier's employees assigned to Customer have read and will comply with the Sun Online Privacy Policy (at <http://www.sun.com/privacy> as updated from time to time) for the purposes of protecting such data and information; and (v) Supplier and Supplier's employees will comply with all applicable privacy and data protection laws governing Customer's client and/or employee data.

(d) If any claim of infringement or misappropriation of Intellectual Property Rights is made by any third party against PrO and/or Customer with respect to Deliverables, PrO and/or Customer will promptly notify Supplier, and Supplier will defend, indemnify and hold PrO and Customer harmless against any and all damages, losses, liabilities and expenses, including reasonable legal fees and costs of litigation, arising out of or resulting therefrom, whether or not the claim ultimately is successful.

(e) If Customer is prohibited or likely to be prohibited from using any of Deliverables, or otherwise exploiting the results of Deliverables, because of a claim of infringement or misappropriation of Intellectual Property Rights of any party, Supplier will, at its own expense, use its best efforts to (i) obtain for Customer the right to continue using such Deliverables; or (ii) replace or modify Deliverables to make them non-infringing, so long as the replacement or modification conforms to the scope of services. If neither of the foregoing alternatives is commercially feasible, Supplier will accept return of the infringing Deliverables and refund all payments made by PrO with respect to the services.

(f) EXCEPT AS PROVIDED IN THIS AGREEMENT, SUPPLIER MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY CONCERNING MERCHANTABILITY FOR A PARTICULAR PURPOSE.

10. **PUBLICITY.** Supplier will not use Customer or PrO's name or logo in any recruiting advertisements or in any other advertising, marketing, promotional or referral capacity, without the respective prior written approval of Customer or PrO on a case by case basis.

11. **EXPORT LAW.** Supplier agrees to comply strictly with all United States export laws and the applicable export and import laws of other countries. Supplier shall obtain all necessary licenses to export, re-export, or import any information received from Customer as may be required. Unless authorized by the United States Government, Supplier will not, directly or indirectly, export work product or any other items covered by this Agreement, nor direct products therefrom, to any embargoed or restricted country identified in the United States export laws. Supplier and Supplier's employees must not be included on any United States export exclusion lists. Supplier shall not use items covered by this Agreement nor direct products therefrom for nuclear, missile, or

chemical biological weaponry end uses. Supplier will promptly notify Customer if it learns of any violations of export laws. Deliverables delivered to Customer hereunder may be subject to regulation by agencies of the U.S. Government, including the Department of Commerce, which prohibit export or diversion of Deliverables, to certain countries. Customer and Supplier shall comply in all respects with all exports and re-export restrictions applicable to Deliverables.

12. LIMITATION OF LIABILITY. PRO AND CUSTOMER SHALL NOT BE LIABLE TO SUPPLIER FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER PRO AND/OR CUSTOMER WERE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDIES PROVIDED FOR IN THIS AGREEMENT SHOULD FAIL OF THEIR ESSENTIAL PURPOSE.

13. PERMITS AND LICENSES. Supplier will maintain in effect during the term of this Agreement any and all Federal, State and/or local licenses and permits which may be required in connection with the performance of this Agreement.

14. FORCE MAJEURE. Supplier will not be responsible for failure or delay in assigning its employees to Customer if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of God or any other causes beyond the control of Supplier.

15. NOTICES. Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.

Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

16. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York, without reference to choice of laws, rules or principles.

17. SECTION HEADINGS. The Section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

18. SEVERABILITY; WAIVER. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

19. ASSIGNMENT. Neither Supplier nor PRO may assign this Agreement without the prior written consent of the other party. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

20. INDEPENDENT CONTRACTOR. In its performance of this Agreement, Supplier will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Supplier an agent, partner or joint venture of PRO or Customer.

21. ENTIRETY. This Agreement and its Exhibit(s) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

22. NON-DISCRIMINATION EMPLOYMENT. Supplier shall not discriminate in any manner against any individual because of race, color, religion, national origin, age, sex or handicap in the performance of this

Agreement. In providing equipment/services under this Agreement, Supplier shall comply with all applicable laws, rules and regulations concerning discrimination, harassment, privacy and other prohibited practices in employment.

23. **SURVIVABILITY.** Supplier and PRO's respective obligations hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement or any order, shall survive.

List of Exhibits

Exhibit A - Pricing

Exhibit B - Billing Procedures

Exhibit C - Customer Background Check Requirements

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

VENTURI PARTNERS:

Signature: Jackie C. Autry

Printed Name: Jackie C. Autry

Title: Senior Vice President - Western Region

Date: August 5, 2004

PRO UNLIMITED, INC.:

Signature: Terrie Weinand

Printed Name: Terrie Weinand

Title: Executive Vice President

Date: 8-13-04

**EXHIBIT A
PRICING**

Section I: Pricing

See Attachment 1 attached hereto for the agreed upon pricing for services at Customer.

Overtime / Double time Modifiers

The overtime mark-up rate for non-exempt Supplier employees is 35% for time-and-a-half and 75% for double time.

Section II: Volume Discounts

Customer will receive a volume discount per the tiered discount table below. Such discount will be calculated each billing cycle, based on the cumulative billing of the 52 weeks immediately prior to the current billing cycle, exclusive of expenses, taxes or previously applied discounts.

Annualized Billing Discount

\$0 - \$500,000 = 0.00%
\$500,001 - \$1,000,000 = 0.50%
\$1,000,001 - \$3,000,000 = 1.00%
\$3,000,001 - \$5,000,000 = 1.50%
\$5,000,001 + = 2.00%

Section III: Early Pay Discount:

Prompt Pay discount 2% net 15 days, 0% net 45 days

Section IV: Conversion of Temporary Employees:

Administrative/Clerical/Light Industrial buy out terms.

Buy out terms: percentage of first year's annual base salary.

0-172 hrs = 15%

173 - 345 hrs = 10%

346 - 519 hrs = 5%

520+ hrs = no fee to Customer

Professional/Technical:

Buy out terms: percentage of first year's annual base salary.

0-172 hrs = 20%

173-345 hrs = 15%

346-519 hrs = 10%

520-692 hrs = 5%

693+ hrs = no fees to Customer

Section V: Performance Warranty: 40 hour period from Supplier's employee's initial start date.

The parties have caused this Exhibit A to be signed by their respective duly authorized representatives as of the date shown in this Agreement.

VENTURI PARTNERS:

Signature: Jackie C. Autry

Printed Name: Jackie C. Autry

Title: Senior Vice President - Western Region

Date: August 5, 2004

CWSA-PS (Sun)

PRO UNLIMITED, INC.:

Signature: Terrie Weinand

Printed Name: Terrie Weinand

Title: Executive Vice President

Date: 8-13-04

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Attachment 1
Pricing - Sun .

Mark-up		
Category ID	Category	Mark-up (%)
3	Administration	39.00%
4	Finance	40.00%
5	Hardware	48.00%
6	Human Resources	40.00%
7	Legal	40.00%
13	LI	45.00%
8	Marketing	40.00%
9	Purchasing	40.00%
10	R&D	48.00%
11	Sales	40.00%
12	Software	48.00%

* Pricing not listed under bill rates will fall under mark-up

Bill Rates			
Job Code	Description	Category	Bill Rate*
MBUA	CAD Design Specialist 1	Hardware	\$ 104.91
MBUB	CAD Design Specialist 2	Hardware	\$ 107.05
THSC	Circuit Design Engineer	Hardware	\$ 76.46
EQMA	Design/Development Engineer (Product Designer 1)	Hardware	\$ 80.20
EQMB	Design/Development Engineer (Product Designer 2)	Hardware	\$ 66.89
EQMC	Design/Development Engineer (Product Designer 3)	Hardware	\$ 74.33
EQMD	Design/Development Engineer (Product Designer 4)	Hardware	\$ 82.58
EQME	Design/Development Engineer (Product Designer 5)	Hardware	\$ 91.76
EGQ1	Engineering Technician 1	Hardware	\$ 27.87
EGQ2	Engineering Technician 2	Hardware	\$ 30.97
EGQ3	Engineering Technician 3	Hardware	\$ 34.41
EGQ4	Engineering Technician 4	Hardware	\$ 38.23
THSA	Hardware Engineer (MTS1, HW)	Hardware	\$ 44.59
THSB	Hardware Engineer (MTS2, HW)	Hardware	\$ 49.55
THSC	Hardware Engineer (MTS3, HW)	Hardware	\$ 55.05
THSD	Hardware Engineer (MTS4, HW)	Hardware	\$ 61.17
EGQ1	Hardware Engineering Tech	Hardware	\$ 38.23
EAJC	Project Coordinator 1	Hardware	\$ 30.97
EAJD	Project Coordinator 2	Hardware	\$ 34.41
EAJE	Project Coordinator 3	Hardware	\$ 38.23
EGGM	Lab Engineer (Lab Test Supervisor)	Hardware	\$ 61.17
EGGO	Lab Manager (Engineering Lab Manager)	Hardware	\$ 75.46
TMUA	Mask Design Specialist 1	Hardware	\$ 74.33
TMUB	Mask Design Specialist 2	Hardware	\$ 82.58
TMUD	Mask Design Specialist 4	Hardware	\$ 91.76
TMUC	Mask Designer, Senior	Hardware	\$ 76.46
EQEA	Product Engineer 1	Hardware	\$ 31.60
EQEB	Product Engineer 2	Hardware	\$ 35.11
EQEC	Product Engineer 3	Hardware	\$ 39.02
EQED	Product Engineer 4	Hardware	\$ 43.35
EQEE	Product Engineer 5	Hardware	\$ 48.17
EQEF	Product Engineer 6	Hardware	\$ 53.52
BHB4	Solaris System Administrator (System Administrator)	Hardware	\$ 61.17

Attachment 1
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Category ID	Category	Mark-up (%)	
THSE	Staff Engineer, Hardware	Hardware	\$ 99.40
MSGO	Systems Integration Engineer 1	Hardware	\$ 48.17
MSGP	Systems Integration Engineer 2	Hardware	\$ 53.62
EVEA	Technical Support Engineer 1	Hardware	\$ 25.08
EVEB	Technical Support Engineer 2	Hardware	\$ 27.87
EVEC	Technical Support Engineer 3	Hardware	\$ 30.97
EVED	Technical Support Engineer 4	Hardware	\$ 34.41
EVEE	Technical Support Engineer 5	Hardware	\$ 38.23
EXEA	Applications Developer (Applications Engineer 1)	Software	\$ 35.11
EXEB	Applications Developer (Applications Engineer 2)	Software	\$ 39.02
EXEC	Applications Developer (Applications Engineer 3)	Software	\$ 43.35
EXED	Applications Developer (Applications Engineer 4)	Software	\$ 48.17
EXEE	Applications Developer (Applications Engineer 5)	Software	\$ 53.52
GBAA	Business Analyst 1	Software	\$ 40.13
GBAB	Business Analyst 2	Software	\$ 44.59
GBAC	Business Analyst 3	Software	\$ 49.55
GBAD	Business Analyst 4	Software	\$ 55.05
GBAE	Business Analyst 5	Software	\$ 61.17
ESWA	CIC Program Manager	Software	\$ 61.17
GCMC	Course Developer	Software	\$ 68.82
GAP3	Customer Service Admin 1	Software	\$ 38.23
GAP4	Customer Service Admin 2	Software	\$ 42.05
BFBC	Data Programmer/Analyst	Software	\$ 61.17
BHBA	Database Administrator (Systems Administrator)	Software	\$ 68.82
EQEA	Database Engineer (Product Engineer 1)	Software	\$ 38.12
EQEB	Database Engineer (Product Engineer 2)	Software	\$ 40.13
EQEC	Database Engineer (Product Engineer 3)	Software	\$ 44.59
EQED	Database Engineer (Product Engineer 4)	Software	\$ 49.55
EQEE	Database Engineer (Product Engineer 5)	Software	\$ 55.05
EQEF	Database Engineer (Product Engineer 6)	Software	\$ 61.17
BNUB	Diagnostics Consultant Engineer	Software	\$ 91.76
BGUO	Industry Technology Manager 1	Software	\$ 137.84
BGUQ	Industry Technology Manager 2	Software	\$ 152.93
BACD	IT Business Technologist 1	Software	\$ 40.13
BACT	IT Business Technologist 2	Software	\$ 44.59
BACC	IT Business Technologist 3	Software	\$ 49.55
BHKO	IT Business Technologist 4	Software	\$ 55.05
BHKP	IT Business Technologist 5	Software	\$ 61.17
BAEA	IT Software Systems Engineer 1	Software	\$ 40.64
BAEB	IT Software Systems Engineer 2	Software	\$ 45.15
BAEC	IT Software Systems Engineer 3	Software	\$ 50.17
BAED	IT Software Systems Engineer 4	Software	\$ 55.74
BAEE	IT Software Systems Engineer 5	Software	\$ 61.94
BAEF	IT Software Systems Engineer 6	Software	\$ 68.82
EXEA	Java Developer (Applications Engineer)	Software	\$ 76.46
EXEA	Oracle Developer (Applications Engineer)	Software	\$ 68.82
EXEA	Perl Programmer (Applications Engineer)	Software	\$ 68.82
ZMFO	Program Manager 1	Software	\$ 50.17
ZMFP	Program Manager 2	Software	\$ 55.74
ZMFQ	Program Manager 3	Software	\$ 61.94

Attachment 1
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Category ID	Category	Mark-up (%)	
ZMFR	Program Manager 4	Software	\$ 68.82
ACP7	Project Co-ordinator (Program Coordinator 1)	Software	\$ 30.97
ACBF	Project Co-ordinator (Program Coordinator 2)	Software	\$ 34.41
ACBG	Project Co-ordinator (Program Coordinator 3)	Software	\$ 38.23
ZJFO	Project Manager 1	Software	\$ 68.81
ZJFP	Project Manager 2	Software	\$ 76.46
EREA	QA Engineer (Quality Engineer 1)	Software	\$ 39.02
EREB	QA Engineer (Quality Engineer 2)	Software	\$ 43.35
EREC	QA Engineer (Quality Engineer 3)	Software	\$ 48.17
ERED	QA Engineer (Quality Engineer 4)	Software	\$ 53.52
EREA	QA Test Engineer (See QA Engineer)	Software	\$ 45.88
TSSD	Release Engineer	Software	\$ 68.82
ESWA	Software & Database Program Manager (SW Prog Mgr 1)	Software	\$ 72.46
ESWB	Software & Database Program Manager (SW Prog Mgr 2)	Software	\$ 80.51
ESWC	Software & Database Program Manager (SW Prog Mgr 3)	Software	\$ 89.46
ESWD	Software & Database Program Manager (SW Prog Mgr 4)	Software	\$ 99.40
EYEA	Software Developer (SW Systems Engineer 1)	Software	\$ 45.15
EYEB	Software Developer (SW Systems Engineer 2)	Software	\$ 50.17
EYEC	Software Developer (SW Systems Engineer 3)	Software	\$ 55.74
EYED	Software Developer (SW Systems Engineer 4)	Software	\$ 61.94
EYEE	Software Developer (SW Systems Engineer 5)	Software	\$ 68.82
TSSA	Software Engineer (MTS1, SW)	Software	\$ 55.74
TSSB	Software Engineer (MTS2, SW)	Software	\$ 61.93
TSSC	Software Engineer (MTS3, SW)	Software	\$ 68.81
TSSD	Software Engineer (MTS4, SW)	Software	\$ 76.46
TSSF	Staff Engineer, Senior	Software	\$ 91.78
BHB4	Sun Solaris Administrator (Systems Administrator)	Software	\$ 61.17
BNUA	Support Analyst (Systems Support Specialist 1)	Software	\$ 30.97
BNUB	Support Analyst (Systems Support Specialist 2)	Software	\$ 34.41
BNUC	Support Analyst (Systems Support Specialist 3)	Software	\$ 38.23
ENEA	Systems Test Engineer (Test Engineer 1)	Software	\$ 27.09
ENEB	Systems Test Engineer (Test Engineer 2)	Software	\$ 30.10
ENEC	Systems Test Engineer (Test Engineer 3)	Software	\$ 33.45
ENED	Systems Test Engineer (Test Engineer 4)	Software	\$ 37.16
ENEE	Systems Test Engineer (Test Engineer 5)	Software	\$ 41.29
ENEF	Systems Test Engineer (Test Engineer 6)	Software	\$ 45.88
EVEA	Technical Support Engineer 1	Software	\$ 30.10
EVEB	Technical Support Engineer 2	Software	\$ 33.45
EVEC	Technical Support Engineer 3	Software	\$ 37.16
EVED	Technical Support Engineer 4	Software	\$ 41.29
EVEE	Technical Support Engineer 5	Software	\$ 45.88
EFWA	Technical Writer 1	Software	\$ 30.10
EFWB	Technical Writer 2	Software	\$ 33.45
EFWC	Technical Writer 3	Software	\$ 37.16
EFWD	Technical Writer 4	Software	\$ 41.29
EFWE	Technical Writer 5	Software	\$ 45.88
BHB4	Unix Administrator (Systems Administrator)	Software	\$ 61.17
WDGA	Web Application Support (Web Designer 1)	Software	\$ 44.59
WDFA	Web Application Support (Web Designer 2)	Software	\$ 49.55
WDEA	Web Application Support (Web Designer 3)	Software	\$ 55.05

Attachment 1
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Category ID	Category	Mark-up (%)	
WDEB	Web Application Support (Web Designer 4)	Software	\$ 61.17
EFXB	Web Content Editor (Technical Editor 1)	Software	\$ 27.87
EFXC	Web Content Editor (Technical Editor 2)	Software	\$ 30.97
EFXA	Web Content Editor (Technical Editor 3)	Software	\$ 34.41
EFXD	Web Content Editor (Technical Editor 4)	Software	\$ 38.23
TSSC	Web Release Engineer	Software	\$ 53.52

**EXHIBIT B
BILLING PROCEDURES**

1. BILLING AND PAYMENT

Supplier or Supplier's employee(s) shall report all time worked and expenses incurred under this Agreement ("Invoicing") through PrO's Workforce Alliance Network Direct (WAND) system, in lieu of invoicing PrO. All Invoicing for the week services were provided must be reported in WAND no later than Sunday at midnight Pacific Standard Time (PST), otherwise undisputed Invoicing will be processed the following bill cycle. In the event Invoicing is rejected by Customer, such Invoicing will be processed upon resolution. PrO and Supplier will make reasonable efforts to work with Customer to process any disputed Invoicing.

Supplier or Supplier's employee must report all Invoicing incurred within sixty (60) days of Supplier's employee's services or Supplier agrees to forfeit payment from PrO and/or Customer. Invoices processed by PrO under this Agreement are subject to a 2.5% service charge, prior to any applicable volume discount and excluding authorized expenses, which is deducted from receivables at the time of payment by PrO to Supplier. PrO will pay Supplier in accordance with the pricing in Exhibit A of this Agreement provided that PrO shall have no obligation to pay Supplier unless and until Customer pays PrO for the invoiced services. Provided Customer pays in a timely fashion PrO shall release payment to Supplier within a minimum of three (3) days from receipt of payment from Customer.

Billing Inquiries.

Supplier will only be paid for time properly reflected and authorized by Customer in WAND. Supplier must give notice of any errors or omissions relating to payment within sixty (60) days of receipt of payment from PrO. Payment issues not raised within sixty (60) days are deemed waived, except to the extent resulting from fraud.

2. CONVERSION OF SUPPLIER EMPLOYEES. If Customer exercises its right to convert a Supplier employee assigned to Customer, pursuant to the "Conversion of Temporary Employees" Section in Exhibit A (Pricing), PrO will invoice Customer a conversion fee, if applicable. PrO will pay Supplier in accordance with the payment terms in the Billing and Payment Section above.

The parties have caused this Exhibit B to be signed by their respective duly authorized representatives as of the date shown in this Agreement.

VENTURIPARTNERS:

Signature: Jackie C. Autry

Printed Name: Jackie C. Autry

Title: Senior Vice President - Western Region

Date: August 5, 2004

PRO UNLIMITED, INC.:

Signature: Terrie Weinand

Printed Name: Terrie Weinand

Title: Executive Vice President

Date: 8-13-04

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