

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Master Agreement for Consulting Services
CONVEYING PARTY DATA	
Name	Execution Date
Eric Whitney	03/13/2002
RECEIVING PARTY DATA	
Name:	American Express Travel Related Services Company, Inc.
Street Address:	90 Hudson Street
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11861901
Application Number:	11861913
CORRESPONDENCE DATA	
Fax Number:	(602)382-6070
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6023826228
Email:	hsobelman@swlaw.com
Correspondent Name:	Howard Sobelman, Snell & Wilmer L.L.P.
Address Line 1:	One Arizona Center, 400 E Van Buren
Address Line 4:	Phoenix, ARIZONA 850042202
ATTORNEY DOCKET NUMBER:	40655.9017; 40655.9036
NAME OF SUBMITTER:	Howard I. Sobelman
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MASTER AGREEMENT FOR CONSULTING SERVICES

Consultant:

Modis
10040 N 25th Ave Ste 118
Phoenix AZ 85021

Master Agreement No.: PHX-02/27/02-BJB-05
Master Agreement Effective Date: January 1, 2002

This Master Agreement for Consulting Services ("Agreement") is made and entered into as of the Effective Date above, by and between American Express Travel Related Services Company, Inc., American Express, 90 Hudson Street, Jersey City, NJ 07302 ("Amexco"), and the Consultant specified above.

1. Scope of Services:

Consultant shall provide, under the provisions of this Agreement, the services that are mutually agreed upon and described on attachments to this Agreement, substantially in the form of the attached Exhibit 1 - ("Schedule"). Each Schedule shall be effective, incorporated into and form a part of this Agreement when duly executed by both parties. If there is a conflict between this Agreement and any Schedule, the terms of the Schedule shall govern the provision of the services involved.

2. Schedules:

Both time and materials and fixed price Schedules may be entered into hereunder. Schedules should be numbered for identification and must include a complete description of services to be performed, deliverables or other materials to be produced, the schedule for completion of each of the foregoing, the applicable fixed price or time and materials charges, and any additional terms the parties mutually agree to include. Amexco, its parent, subsidiaries and affiliated companies (each, an "Amexco Entity") may enter into Schedules with Consultant and for purposes of any such Schedule shall be considered "Amexco" as that term is used herein.

3. Work Policy/Personnel:

3.1 For each Schedule, each party shall designate a Project Manager to serve as the main contact between them. The scope and specific conduct of Consultant's services, consistent with the Schedule, must be coordinated with Amexco's Project Manager at all times. Consultant shall use its best efforts to ensure the continuity of Consultant's employees assigned to perform services under any Schedule. There shall be no charge to Amexco for any replacement personnel assigned by Consultant until Amexco and Consultant agree that each such replacement has acquired the necessary orientation and background to make a productive contribution.

3.2 On a periodic basis, as specified on the Schedule, Consultant shall submit written status reports describing its activities during the preceding period, including: the current status of activities (with an explanatory narrative when appropriate); resources used since the last report, with a cumulative total to date; and identification of any problems and actions taken to resolve them. Upon request, Consultant shall meet with Amexco management to review the status of Consultant's activities.

MASTER AGREEMENT FOR CONSULTING SERVICES

3.3 Consultant personnel shall observe and comply with Amexco's security procedures, rules, regulations, policies, working hours and holiday schedules. Consultant shall use its best efforts to minimize any disruption to Amexco's normal business operations at all times. Amexco shall only provide working space, resources and materials if specified on the Schedule. If any Consultant employee performing services is found to be unacceptable to Amexco for any reason, Amexco shall notify Consultant and Consultant shall immediately take appropriate corrective action. Amexco shall be the sole judge as to performance capability hereunder.

3.4 Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's personnel during the term of each Schedule and for a period of six (6) months thereafter.

3.5 Consultant agrees and represents that it is an independent contractor and its personnel are not Amexco's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any Amexco employee benefits. Consultant assumes sole and full responsibility for their acts and Consultant and its personnel have no authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate Amexco in any manner whatsoever. Consultant, and not Amexco, is solely responsible for the compensation of personnel assigned to perform services hereunder, and payment of worker's compensation, disability and other income and other similar benefits, unemployment and other similar insurance and for withholding income and other taxes and social security.

4. Acceptance:

Each deliverable shall be subject to a verification of acceptability by Amexco to ensure that such deliverable satisfies Amexco's requirements. Unless otherwise specified on the Schedule, the acceptability of any deliverable shall be based on Amexco's satisfaction or non-satisfaction with the deliverable, in Amexco's sole discretion. If any deliverable is not acceptable, Amexco shall notify Consultant specifying its reasons in reasonable detail, and Consultant shall, at no additional cost, conform such deliverable to Amexco's requirements. If, within thirty (30) days of such Amexco notification, any deliverable is still not acceptable, Amexco may at any time thereafter, at its option and without obligation or liability of any kind, terminate the Schedule involved. When any deliverable is acceptable to Amexco, Amexco shall promptly notify Consultant in writing of its acceptance.

5. Ownership:

5.1 Consultant shall promptly make a complete written disclosure to Amexco of each invention, technique, device, discovery or procedure, whether patentable or not (hereinafter referred to as a "Disclosed Subject"), conceived or first actually reduced to practice, solely or jointly by Consultant and/or Amexco and/or their respective employees and agents, as a result of services performed hereunder. As to each Disclosed Subject, Consultant shall specifically point out the features or concepts that Consultant believes to be new or different.

MASTER AGREEMENT FOR CONSULTING SERVICES

5.2 Consultant acknowledges that Amexco shall have exclusive, unlimited ownership rights to all works performed under each Schedule and all materials, information and/or deliverables prepared hereunder or developed as a result of services performed hereunder, both as individual items and/or a combination of components and whether or not the Schedule is completed, including, without limitation, any Disclosed Subject. All of the foregoing shall be deemed to be work made for hire and made in the course of services rendered and shall belong exclusively to Amexco, with Amexco having the sole right to obtain, hold and renew, in its own name and/or for its own benefit, patents, copyrights, registrations and/or other appropriate protection. To the extent that exclusive title and/or ownership rights may not originally vest in Amexco as contemplated hereunder (e.g., may not be deemed works made for hire), Consultant hereby agrees to irrevocably assign, transfer and convey to Amexco all right, title and interest therein. Consultant and its personnel shall give Amexco, and/or any Amexco designee, all reasonable assistance and execute all documents necessary to assist and/or enable Amexco to perfect, preserve, register and/or record its rights in any such work, materials, information and/or deliverable. Consultant shall, immediately upon request of Amexco, or upon the termination, cancellation or expiration of each Schedule or this Agreement, turn over to Amexco all materials, information and deliverables prepared or developed as a result of this Agreement and/or any Schedule, and any Amexco documents or other materials held by or on behalf of Consultant, together with all copies thereof.

5.3 Nothing herein shall be construed to restrict, impair or deprive Consultant of any of its rights or proprietary interest in technology or products that existed prior to and independent of the performance of services or provision of materials under this Agreement or any Schedule.

6. Charges and Terms of Payment:

6.1 The applicable fixed prices and/or time and materials charges shall be specified on the Schedule. In no event shall any charges exceed Consultant's applicable standard published rates. For services performed on a time and materials basis any hours worked in excess of seven (7) in any one day or on Saturdays, Sundays or holidays, shall be at no additional cost unless specifically authorized in advance. Amexco also agrees to pay for reasonable out-of-pocket costs and expenses required and actually incurred in performing services, provided that Consultant has: (i) obtained Amexco's prior written consent; (ii) detailed them on a form acceptable to Amexco and approved them in accordance with Amexco's own expense policies; and (iii) submitted supporting documentation satisfactory to Amexco.

6.2 Amexco shall pay all taxes levied against or upon the services provided hereunder, or arising out of this Agreement, exclusive, however, of taxes based on Consultant's income, which shall be paid by Consultant. Amexco agrees to pay directly any tax for which it is responsible or shall reimburse Consultant upon receipt of proof of payment.

6.3 Unless other payment terms are specified on the Schedule, Consultant shall invoice Amexco: (i) upon Amexco's written acceptance of any deliverables, products or work performed on a fixed price basis; or (ii) monthly in arrears, for services provided on a time and materials basis and for out-of-pocket expenses. All invoices, except for amounts disputed by Amexco, shall be payable within thirty (30) days of receipt. Any disputed amounts shall not affect payment of non-disputed charges and expenses.

MASTER AGREEMENT FOR CONSULTING SERVICES

6.4 Consultant shall maintain complete and accurate accounting records in connection with services performed and materials provided hereunder, in accordance with generally accepted accounting principles, to substantiate its charges. Consultant shall provide Amexco access to such records for audit purposes for one (1) year from the date of final payment under each Schedule.

7. Warranties:

7.1 Consultant warrants that: (i) it has the authority and the right to enter into this Agreement and each Schedule, to perform services and provide materials, information and deliverables hereunder, and that its obligations hereunder are not in conflict with any other Consultant obligations; (ii) each of its employees has the proper skill, training and background necessary to accomplish their assigned tasks; (iii) all services shall be performed in a competent and professional manner, by qualified personnel and shall conform to Amexco's requirements hereunder; (iv) neither any deliverables, information, or materials, nor the performance of any services by Consultant infringe upon or violate the rights of any third party and Amexco shall receive free and clear title to all works, materials, information and deliverables prepared and/or developed in connection with this Agreement; (v) Amexco shall have the right to use for its own purposes, any ideas, methods, techniques, materials and information provided to or otherwise obtained by Amexco as a result of this Agreement, without restriction, liability or obligation, except as may be specified herein; and (vi) at the time of acceptance, each deliverable shall conform to its specifications and Amexco's requirements and that for ninety (90) days following Amexco's acceptance, Consultant shall correct and repair, at no cost to Amexco, any defect, malfunction or non-conformity that prevents such deliverable from conforming and performing as warranted.

7.2 To the extent that Consultant licenses to and/or develops software for Amexco, Consultant further warrants that the software has been tested and is fully capable of providing accurate results using data having date ranges spanning the twentieth (20th) and twenty first (21st) centuries (e.g., years 1900-2100). Without limiting the generality of the foregoing, Consultant warrants that all software licensed from and/or developed by Consultant shall (a) manage and manipulate data involving all dates from the 20th and 21st centuries without functional or data abnormality related to such dates; (b) manage and manipulate data involving all dates from the 20th and 21st centuries without inaccurate results related to such dates; (c) have user interfaces and data fields formatted to distinguish between dates from the 20th and 21st centuries; and (d) represent all data related to include indications of the millennium, century, and decade as well as the actual year.

7.3 If required in the Statement of Work, Consultant further warrants that Consultant's work product shall be tested and shall be fully capable of providing accurate results using data having date ranges spanning the twentieth (20th) and twenty first (21st) centuries (e.g., years 1900-2100). Without limiting the generality of the foregoing, Consultant warrants that all systems that are worked on by Consultant shall (a) manage and manipulate data involving all dates from the 20th and 21st centuries without functional or data abnormality related to such dates; (b) manage and manipulate data involving all dates from the 20th and 21st centuries without inaccurate results related to such dates; (c) have user interfaces and data fields formatted to distinguish between dates from the 20th and 21st centuries; and (d) represent all data related to include indications of the millennium, century, and decade as well as the actual year.

MASTER AGREEMENT FOR CONSULTING SERVICES

7.4 Consultant shall ensure adequate Anti-Virus software is installed to prevent damages to Amexco. Consultant has not and shall not insert any code which would have the affect of disabling or otherwise shutting down all or any portion of any program or network of Amexco. Consultant shall use its best efforts to ensure that no viruses or similar items are coded or introduced in any program or network of the Amexco.

7.5 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. General

8.1 Term & Termination:

This Agreement shall commence as of the Effective Date and shall continue in full force and effect thereafter unless and until terminated as provided hereunder. Notwithstanding anything herein to the contrary, Amexco may terminate this Agreement and/or any Schedule upon five (5) days' written notice. Amexco agrees to pay Consultant for services performed up to the effective date of termination, at the agreed upon rates. Notice of termination of any Schedule shall not be considered notice of termination of this Agreement unless specifically stated in the notice.

8.2 Material Breach:

Subject to the above termination language, in the event of any material breach of this Agreement by one party, the other party may (reserving cumulatively all other remedies and rights under this Agreement and in law and in equity) terminate the Schedule(s) involved, in whole or in part, by giving thirty (30) days' written notice thereof; provided, however, that any such termination shall not be effective if the party in breach has cured the breach of which it has been notified prior to the expiration of said thirty (30) days.

8.3 Limitation of Liability:

In no event shall either party be liable, one to the other, for special, indirect, or consequential damages in connection with or arising out of this Agreement.

8.4 Intellectual Property Infringement:

Consultant, at its own expense, shall defend and/or handle any claim or action against any Amexco Entity for actual or alleged infringement of any patent, copyright, intellectual or industrial property right or any other similar right (including, but not limited to, misappropriation of trade secrets) based on any deliverables, information, materials and/or any services furnished to or obtained by Amexco or the use thereof by Amexco. Consultant agrees to give Amexco prompt written notice of any threat, warning or notice of any such claim or action that could have an adverse impact on Amexco's use or possession of same. Consultant shall have the right to conduct the defense of any such claim or action and consistent with Amexco's rights hereunder, all negotiations for its settlement; provided, however, that Amexco may participate in such defense or negotiations to protect its interests.

Amexco and Consultant Confidential

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Consultant further agrees to indemnify and hold each Amexco Entity harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such claim or action.

8.5 Confidential Information:

8.5.1 Consultant agrees to regard and preserve as confidential all information related to the business and activities of the Amexco Entities, their clients, suppliers and other entities with whom the Amexco Entities do business, that may be obtained by Consultant from any source or may be developed as a result of this Agreement. Consultant agrees to hold such information in trust and confidence for Amexco and not to disclose such information to any person, firm or enterprise, or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless authorized by Amexco in writing, and even then, to limit access to and disclosure of such confidential information to Consultant's employees on a "need to know" basis only. Information shall not be considered confidential to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained from the other party; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of either party; (iv) is independently developed by one party without reference to any Confidential Information of the other; or (v) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirements.

8.5.2 Consultant acknowledges that services performed for Amexco may relate to past, present or future strategies, plans, business activities, methods, processes and/or information which afford Amexco certain competitive or strategic advantages. To further ensure the protection of Amexco's interests in this regard and unless otherwise provided in the applicable Schedule, Consultant agrees: (a) during the term of each Schedule and for a period of one (1) year thereafter, Consultant shall not perform or agree to perform services or provide materials or information, directly or indirectly, for or in support of any Competitor of Amexco or in connection with a Competitive Project, that are substantially similar in form, substance, purpose or intent as performed or provided under any Schedule; and (b) during the term of any Schedule and for a period of six (6) months thereafter, Consultant shall not assign or utilize any individual assigned to perform services for Amexco hereunder, to perform services for or in support of any Competitor of Amexco or a Competitive Project. For purposes of this section, "Competitor" is defined as any person, firm or enterprise conducting a business or providing or supporting a product or service substantially similar to any of Amexco's and "Competitive Project" is defined as any task or work effort whose intent or result is or shall be substantially similar to any contemplated by a Schedule. If there is any doubt whether any person, firm or enterprise is deemed a "Competitor" or whether any task or work effort is deemed a "Competitive Project," Consultant shall obtain Amexco's advance written approval (not to be unreasonably withheld), which decision shall be deemed final and controlling for all purposes hereunder.

8.5.3 Consultant shall, in advance, require each employee assigned to perform services under any Schedule and each employee who obtains or is in a position to obtain any Amexco information or materials required by the terms of this Agreement to be kept confidential, to execute a Non-Disclosure Agreement in the form attached hereto as Exhibit 2, which forms a part hereof. Consultant shall provide Amexco with a true copy of each such Agreement upon request.

MASTER AGREEMENT FOR CONSULTING SERVICES

Consultant further agrees to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.

8.5.4 Consultant acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, Amexco shall have no adequate remedy in damages and, accordingly, shall be entitled to injunctive relief against such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach hereof.

8.6 Excusable Delay:

Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its control and without its fault or negligence.

8.7 Advertising:

Neither party shall use the other party's name or marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval.

8.8 Governing Law & Interpretation:

This Agreement shall be construed and enforced under the substantive laws of the State of New York. Headlines are for reference only and shall not affect the meaning of any terms. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall continue unimpaired.

8.9 Insurance:

8.9.1 Throughout the term of this Agreement and Schedules thereto, Consultant must maintain adequate workers compensation, liability, disability, unemployment and, automobile insurance as required under law for the Consultant and each of its employees performing Services under this Agreement and any Schedules.

8.9.2 Consultant must also maintain throughout the term of this Agreement and any Schedules thereto, the following types of insurance coverage at, or above the minimum policy amounts set out below. All insurance companies must have and maintain an AM Best rating of A- or better.

8.9.3 The Consultant shall provide verification of its insurance coverage by providing a valid certificate of insurance to Amexco upon request. All certificates of insurance must provide that Amexco shall be notified thirty (30) days before cancellation. Consultant's insurance shall be primary and non-contributory with any insurance maintained by Amexco.

MASTER AGREEMENT FOR CONSULTING SERVICES

8.9.4

Type of coverage	Coverage as broad as	Policy Minimums	Amexco as Additional insured
Workers Compensation	Statutory Requirements	Statutory requirements	No
Employers' Liability	Combined with workers compensation policy	Each accident, \$1,000,000 Disease police limit, \$1,000,000 Disease each employee, \$1,000,000	No
Commercial General Liability and Personal Injury	ISO Form CG0001	General aggregate, \$2,000,000 Completed ops products, \$2,000,000 Each occurrence, \$2,000,000 Personal injury, \$2,000,000	Yes
Commercial Auto, Including Employer's Non-Owned auto	ISO Form CA0001	Combined single limit, \$2,000,000	No
Commercial Umbrella Liability	Underlying EL, GL and Auto	May, if necessary, be used in any combination with the primary policy limit to fulfill the above limit requirements.	Yes
Professional Liability	N/A	Minimum policy limits of \$1,000,000. Increased amounts subject to Amexco's discretion	Yes

8.10 Assignment:

Neither party shall assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations, without the other party's prior written consent, and any attempt to do so shall be void. Amexco may assign this Agreement, any Schedule and/or any of its rights or obligations to any Amexco Entity, without Consultant's consent and upon written notice to Consultant.

8.11 Subcontracting:

Consultant may subcontract its responsibilities and obligations under this Agreement upon first obtaining Amexco's written consent to do so and to specific firms or entities mutually agreed upon by the parties. Consultant shall require its subcontractors performing services for Amexco hereunder to execute the Non-Disclosure Agreement in the form attached hereto as Exhibit 2. Consultant shall be solely responsible for all its obligations and responsibilities hereunder notwithstanding such subcontracting.

MASTER AGREEMENT FOR CONSULTING SERVICES

8.12 Background Checks:

8.12.1 Consultant agrees to perform background checks on all of its employees assigned to Amexco under this Agreement. Consultant also is responsible for assuring that any sub-contractors it utilizes to perform work under this Agreement undergo background checks. All of Consultant's employees and subcontractors assigned to perform work for Amexco under this Agreement must undergo the following background checks in advance of assignment with Amexco:

8.12.2 Criminal Check:

8.12.2.1 Criminal records checks for all felony and misdemeanor convictions other than minor traffic violations in all counties where the individual has lived during at least the last seven years (subject to applicable state laws) to include pleas of guilty and nolo contendere, regardless of whether adjudication has been withheld.

8.12.2.2 Consultant agrees to assign to Amexco only individuals who have no felony convictions, regardless of whether adjudication has been withheld. Consultant also agrees to contact local Amexco Security regarding individuals who have any misdemeanor convictions and obtain Amexco approval prior to assigning them to the Amexco account.

8.12.3 Drug Screening:

8.12.3.1 Consultant agrees to have all employees and subcontractors of Consultant assigned to Amexco tested for the presence of the following substances prior to assignment. The test required under this policy shall consist of NIDA 5 Panel:

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

8.12.3.2 Consultant agrees not to assign to Amexco those individuals who test positive for controlled substances not lawfully prescribed or for misuse of a lawfully prescribed controlled substance.

8.12.4 Amexco reserves the right to audit Consultant's background check/drug screening files and Consultant agrees to make these files available to Amexco within five business days of Amexco's request.

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8.13 Export Control Notice:

8.13.1 In the event that any of the deliverables (or any component thereof) contains encryption, Consultant shall provide the information set forth in "Exhibit 3" to the applicable Schedule to this Agreement.

8.13.2 Consultant represents that it has complied with, and shall continue to comply with, all applicable laws, rules and regulations of the United States or any foreign countries with respect to the exportation or importation of the deliverables, any modifications, enhancements or updates thereto, and any technical data derived therefrom, outside of the United States or into the United States or into another country, including, but not limited to obtaining any necessary consents and requesting or filing any documents with the Bureau of Export Administration of the U.S. Department of Commerce ("BXA").

8.13.4 Unless the parties otherwise agree in writing, Consultant shall have the responsibility under this Agreement to obtain approvals, consents, licenses, and/or permits required for any export or import of the deliverables, including, but not limited to making the appropriate filings with BXA, and shall be solely responsible for all costs associated therewith. Each party shall reasonably cooperate with the other in making the appropriate filings with BXA and any applicable foreign authority and shall provide any information, certificates or documents as are reasonably requested.

8.13.5 Consultant shall defend, indemnify and hold Amexco harmless from and against any and all claims, judgments, costs, awards, expenses (including reasonable attorneys' fees) and liability of any kind arising out of the non-compliance with applicable governmental regulations, statute, decree, or other obligation with respect to the exportation of the deliverables outside of the United States or into the United States or into another country.

8.14 Notices:

All notices shall be in writing and delivered personally or properly mailed, first class mail, to the addresses of the parties set forth at the beginning of this Agreement, to the attention of the undersigned, and, as to any Schedule, with a copy to the signatories of the Schedule involved, at the same address, or to such other address or addressee as either party may designate by written notice. Any such notice shall be deemed given on the date delivered or when placed in the mails as specified.

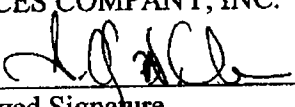
MASTER AGREEMENT FOR CONSULTING SERVICES

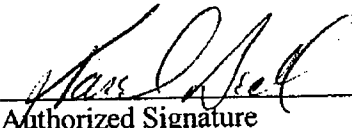
8.15 Entirety:

This Agreement, together with the Exhibits, Schedules and attachments hereto, contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option or requiring performance shall be binding or construed as a waiver unless agreed to in writing by the parties hereto.

AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC.

MODIS


Authorized Signature


Authorized Signature


Name


Name


Dated


Dated

American Express Travel Related Services
Company, Inc.
90 Hudson Street
Jersey City, NJ 07302

Modis
10040 N 25th Ave Ste 118
Phoenix AZ 85021

MASTER AGREEMENT FOR CONSULTING SERVICES

EXHIBIT 1 - SCHEDULE

Consultant (Name and Address)

Schedule No.:

Agreement No.:

Date:

This Schedule is issued pursuant to the above-referenced Master Agreement for Consulting Services between American Express Travel Related Services Company, Inc. and the above-named Consultant. Any term not otherwise defined herein, shall have the meaning specified in the Agreement.

Amexco Project Manager Consultant Location

Consultant Project Manager

Status Reports are required:

[Insert applicable frequency]

See Attachment A for a complete description of the services, deliverables and/or other tasks to be accomplished, the milestone or implementation schedule, the charges and/or rates applicable to this Schedule and any other mutually agreeable information.

AMERICAN EXPRESS TRAVEL RELATED NAME
SERVICES COMPANY, INC.

Authorized Signature

Authorized Signature

Name

Name

Dated

Dated

American Express Travel Related Services Name
Company, Inc. Address
American Express
90 Hudson Street
Jersey City, NJ 07302

MASTER AGREEMENT FOR CONSULTING SERVICES

EXHIBIT 1 - ATTACHMENT A

PROVIDE A COMPLETE DESCRIPTION OF THE FOLLOWING:

DETAILED DESCRIPTION OF SERVICES

DETAILED DESCRIPTION OF DELIVERABLES

COSTS/FEE/CHARGES - NOT TO EXCEED AMOUNTS AND TOTAL AMOUNTS INCLUDING OUT OF POCKET EXPENSES AND ALL REIMBURSABLE EXPENSES APPROVED BY AMEXCO

WRITTEN STATUS REPORTS

TIMEFRAME OF PROJECT

PERSONNEL LISTING (IF POSSIBLE TO PROVIDE)

SUBCONTRACTORS TO BE APPROVED BY AMEXCO

ANY OTHER TERMS AND CONDITIONS MUTUALLY AGREED UPON BY THE PARTIES

MASTER AGREEMENT FOR CONSULTING SERVICES

EXHIBIT 2 - NON-DISCLOSURE AGREEMENT

Agreement Number: _____

Schedule Number: _____

I, _____, am aware that American Express Travel Related Services Company, Inc. ("Amexco") and my employer, _____ ("Consultant") have entered into an Master Agreement for Consulting Services ("Agreement") and I fully understand that it imposes certain obligations on Consultant, some of which are specifically set forth below. I further understand that as a part of its obligations under the Agreement, Consultant is required to obtain this written agreement from certain employees, including myself, to further ensure understanding and compliance with these obligations.

In consideration of my future assignment and/or responsibilities in connection with Consultant's performance under the Agreement, I hereby acknowledge, represent and confirm to Consultant and Amexco as follows: (a) I have read the provisions of the Non-Disclosure Agreement, understand each of them, agree to them, and know of no agreements, obligations or restrictions that prevent or prohibit me from complying with them; (b) I shall receive and maintain all Amexco information, perform services and conduct myself, in all respects during the term of the Agreement and any Schedules and for the requisite periods thereafter, in a manner consistent with these obligations; and (c) I agree not to directly or indirectly, engage in or assist others to engage in, any activity or conduct that violates the provisions of this Non-Disclosure Agreement.

"Confidential Information: Consultant agrees to regard and preserve as confidential all information related to the business and activities of the Amexco Entities, their clients, suppliers and other entities with whom the Amexco Entities do business, that may be obtained by Consultant from any source or may be developed as a result of this Agreement. Consultant agrees to hold such information in trust and confidence for Amexco and not to disclose such information to any person, firm or enterprise, or use any such information for its own benefit or the benefit of any other party, unless authorized by Amexco in writing, and even then, to limit access to and disclosure of such confidential information to Consultant's employees on a "need to know" basis only. Information shall not be considered confidential to the extent, but only to the extent, that such information is: (i) already known free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly."

"Consultant acknowledges that services performed for Amexco may relate to past, present or future strategies, plans, business activities, methods, processes and/or information that afford Amexco certain competitive or strategic advantages. To further ensure the protection of Amexco's interests in this regard and unless otherwise provided in the applicable Schedule, Consultant agrees: (a) during the term of each Schedule, and for a period of one (1) year thereafter, Consultant shall not perform or agree to perform services or provide materials or information, directly or indirectly, for or in support of any Competitor of Amexco or in connection with a Competitive Project, that are substantially similar in form, substance, purpose or intent as performed or provided under any Schedule; and (b) during the term of any Schedule and for a period of six (6) months thereafter, Consultant shall not assign or utilize

Amexco and Consultant Confidential

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MASTER AGREEMENT FOR CONSULTING SERVICES

any individual assigned to perform services for Amexco hereunder, to perform services for or in support of any Competitor of Amexco or a Competitive Project. For purposes of this section, "Competitor" is defined as any person, firm or enterprise conducting a business or providing or supporting a product or service substantially similar to any of Amexco's and "Competitive Project" is defined as any task or work effort whose intent or result is or shall be substantially similar to any contemplated by a Schedule. If there is any doubt whether any person, firm or enterprise is deemed a "Competitor" or whether any task or work effort is deemed a "Competitive Project," Consultant shall obtain Amexco's advance written approval (not to be unreasonably withheld), which decision shall be deemed final and controlling for all purposes hereunder."

"Consultant shall, in advance, require each employee assigned to perform services under any Schedule and each employee who obtains or is in a position to obtain any Amexco information or materials required by the terms of this Agreement to be kept confidential, to execute a Non-Disclosure Agreement in the form attached hereto as Exhibit 2, which forms a part hereof. Consultant shall provide Amexco with a true copy of each such Agreement upon request. Consultant further agrees to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein."

"Consultant acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, Amexco shall have no adequate remedy in damages and, accordingly, shall be entitled to injunctive relief against such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach hereof."

I understand that if I threaten to or actually breach or fail to observe any of the obligations set forth in this Non-Disclosure Agreement, Amexco and Consultant shall be subject to irreparable harm, which shall not be adequately satisfied by damages. I therefore agree that Consultant or Amexco shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce my compliance with these obligations in the unlikely event I do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies.

By: _____

Name: _____
(Type or Print)

Title: _____

Witness: _____ Date: _____

MASTER AGREEMENT FOR CONSULTING SERVICES

EXHIBIT 3

DELIVERABLE ENCRYPTION INFORMATION

1. Encryption Information

Identify each hardware and software component of each of the Products having encryption capability by its respective unbundled part number and level of encryption.

Product Component(s)	Unbundled Part Number	Level of Encryption(e.g. 40 bit, 56 bit, 128 bit etc.)	Type (e.g. DES, Blowfis RC2, CAST etc.)

2. Export License Information

Indicate in connection with each part number for each component the Commodity Classification or Export License or License Exception granted – for example, “Mass Market License Exception, TSU” Or “License Exception, ENC” by the US Department of Commerce, Bureau of Export Administration, providing in each case the Export Control Classification Number (and Paragraph, if applicable), -- and the date of the US DOC/BXA finding in each case.

Product Component (s)	Unbundle d Part Number	Export ControlClassificat ion Number Card Paragraph, If Applicable	Did you Receive A Commodity Classification?	Did you Receiv e an Export Licens e?	Did you Receive a License Exception ENC? Provide Applicable Regulation e.g., 15 CFR 742.15(b)(4)	USDOC/ BXA Date of Finding

MASTER AGREEMENT FOR CONSULTING SERVICES

3. Licensor's Contact

Identify Licensor's export manager or contact responsible for filing or obtaining the export licenses or license exceptions for the Products.

Name:

Address:

Telephone Number:

4. Import License Information

Indicate in connection with each part number for each component whether any import license was applied for, granted or rejected, the name of the country granting the license, and whether or not the license extends to Licensor's customers.

Product Component(s)	Unbundled Part Number	Import License Date Applied For	Import License Granted or Rejected	License Number Indicated	Indicate if License to Import Extends to SAP's Customer?	Country Granting Import License

MASTER AGREEMENT FOR CONSULTING SERVICES

5. Identify your Company's Web Site, if any, where information can be found relating to the technical specifications and export or import of the Products.

ADDENDUM 1
To
MASTER AGREEMENT FOR CONSULTING SERVICES

Consultant:

Modis
10040 N 25th Ave Ste 118
Phoenix AZ 85021

Addendum 1 Effective Date: January 1, 2002
Master Agreement No.: PHX-02/27/02-BJB-05
Master Agreement Effective Date: January 1, 2002

This Addendum 1 ("Addendum"), entered into as of the 1st day of January, 2002 ("Effective Date"), is issued pursuant to the above-referenced Master Agreement For Consulting Services ("Agreement"), by and between American Express Travel Related Services Company, Inc., having an office at American Express, 90 Hudson Street, Jersey City, NJ 07302 ("Amexco"), and the above-named "Consultant"; hereinafter referred to individually as ("Party") or collectively as ("Parties").

The scope of services under the provisions of this Addendum shall be strictly limited to the specific services and geographic regions that are mutually agreed upon and described substantially in the form of a ("Schedule"). Each Schedule, exhibit, and attachment contemplated hereunder shall be effective, incorporated into and form a part of this Addendum when duly executed by both Parties.

Any term not otherwise defined herein, shall have the meaning specified in the Agreement or in the applicable Schedule.

Subsequent addendums issued pursuant to the Agreement may or may not relate to this Addendum.

This Addendum supplements the Agreement as set forth herein. Except as expressly set forth herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

PREAMBLE:

WHEREAS, the Parties have executed the Agreement;

WHEREAS, Amexco has initiated the Global Resourcing Optimization eRFP and Consultant has submitted a final bid proposal thereto;

WHEREAS, Amexco desires to obtain from Consultant, and Consultant desires to provide to Amexco, Information Technology consulting and contract labor services ("IT Services"), pursuant to the Global Resourcing Optimization eRFP and Consultant's final bid proposal thereto;

WHEREAS, the Parties desire to incorporate this Addendum and Consultant's final bid proposal into the Agreement hereby, resulting from the Global Resourcing Optimization eRFP and Amexco's source selection decisioning thereto;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

Amexco and Consultant Confidential

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ADDENDUM 1
To
MASTER AGREEMENT FOR CONSULTING SERVICES

1. Background Checks:

1.1 Consultant agrees to perform background checks on all of its employees assigned to Amexco under the Agreement. Consultant is also responsible for assuring that any sub-contractors it utilizes to perform work under the Agreement undergoes background checks. All of Consultant's employees and subcontractors assigned to perform work for Amexco under the Agreement shall undergo the following background checks in advance of assignment with Amexco:

1.2 Criminal Check:

1.2.1 Criminal records checks for all felony and misdemeanor convictions other than minor traffic violations in all counties where the individual has lived during at least the last seven years (subject to applicable state laws) to include pleas of guilty and nolo contendere, regardless of whether adjudication has been withheld.

1.2.2 Consultant agrees to assign to Amexco only individuals who have no felony convictions, regardless of whether adjudication has been withheld. Consultant also agrees to contact local Amexco Security regarding individuals who have any misdemeanor convictions and obtain Amexco approval prior to assigning them to the Amexco account.

1.3 Drug Screening:

Consultant agrees to have all employees and subcontractors of Consultant assigned to Amexco tested for the presence of the following substances prior to assignment. The test required under this policy shall consist of NIDA 5 Panel:

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

1.3.1 Consultant agrees not to assign to Amexco those individuals who test positive for controlled substances not lawfully prescribed or for misuse of a lawfully prescribed controlled substance.

1.4 Amexco reserves the right to audit Consultant's background check/drug screening files and Consultant agrees to make these files available to Amexco within five business days of Amexco's request.

ADDENDUM 1
To
MASTER AGREEMENT FOR CONSULTING SERVICES

2. Export Control:

2.1 In the event that any of the deliverables (or any component thereof) contains encryption, Consultant shall provide the information set forth in "Exhibit 3" to the applicable Schedule to the Agreement.

2.2 Consultant represents that it has complied with, and shall continue to comply with, all applicable laws, rules and regulations of the United States or any foreign countries with respect to the exportation or importation of the deliverables, any modifications, enhancements or updates thereto, and any technical data derived therefrom, outside of the United States or into the United States or into another country, including, but not limited to obtaining any necessary consents and requesting or filing any documents with the Bureau of Export Administration of the U.S. Department of Commerce ("BXA").

2.3 Unless the Parties otherwise agree in writing, Consultant shall have the responsibility under the Agreement to obtain approvals, consents, licenses, and or permits required for any export or import of the deliverables, including, but not limited to making the appropriate filings with BXA, and shall be solely responsible for all costs associated therewith. Each Party shall reasonably cooperate with the other in making the appropriate filings with BXA and any applicable foreign authority and shall provide any information, certificates or documents as are reasonably requested.

2.4 Consultant shall warrant that neither Consultant nor any of its employees assigned to Amexco under the Agreement are not posted on the Denied Person List ("DPL") published by BXA.

2.5 Consultant shall defend, indemnify and hold Amexco harmless from and against any and all claims, judgments, costs, awards, expenses (including reasonable attorneys' fees) and liability of any kind arising out of the non-compliance with applicable governmental regulations, statute, decree, or other obligation with respect to the exportation of the deliverables outside of the United States or into the United States or into another country.

3. Use and Disclosure of Confidential Information:

3.1 Notwithstanding anything to the contrary contained in the Agreement, this Article 3.0 is in addition to and not in lieu of any provision in the Agreement, particularly, Confidential Information.

3.1.1 Confidential Information includes but is not limited to all proprietary and confidential information of Amexco or its subsidiaries, affiliates, or licensees, including without limitation all information regarding the customers of Amexco or any of its subsidiaries, affiliates, or licensees; or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers; or any information derived therefrom.

ADDENDUM 1
TO
MASTER AGREEMENT FOR CONSULTING SERVICES

3.1.2 Consultant shall not use or disclose Confidential Information for any purpose other than to carry out the purpose for which Confidential Information was provided to Consultant as set forth in the Agreement, and agrees to cause all Consultant employees, agents, representatives, or any other party to whom Consultant may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose.

3.1.3 Consultant agrees to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such information against any anticipated threats or hazards to the security or integrity of such information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm or inconvenience to any customer of Amexco or any of its subsidiaries, affiliates, or licensees; Consultant further agrees to cause all Consultant agents, representatives, subcontractors, or any other party to whom Consultant may provide access to or disclose Confidential Information to implement appropriate measures designed to meet the objectives set forth in this article; and Consultant shall provide Amexco with copies of audits and test result information sufficient to assure Amexco that Company has implemented information security measures consistent with this article.

3.2 Consultant acknowledges that services performed for Amexco may relate to past, present or future strategies, plans, business activities, methods, processes and or information which afford Amexco certain competitive or strategic advantages. To further ensure the protection of Amexco's interests in this regard and unless otherwise provided in the applicable Schedule, Consultant agrees: (a) during the term of each Schedule and for a period of one (1) year thereafter, Consultant shall not perform or agree to perform services or provide materials or information, directly or indirectly, for or in support of any Competitor of Amexco or in connection with a Competitive Project, that are substantially similar in form, substance, purpose or intent as performed or provided under any Schedule; and (b) during the term of any Schedule and for a period of six (6) months thereafter, Consultant shall not assign or utilize any individual assigned to perform services for Amexco hereunder, to perform services for or in support of any Competitor of Amexco or a Competitive Project. For purposes of this section, "Competitor" is defined as any person, firm or enterprise conducting a business or providing or supporting a product or service substantially similar to any of Amexco's and "Competitive Project" is defined as any task or work effort whose intent or result is or will be substantially similar to any contemplated by a Schedule. If there is any doubt whether any person, firm or enterprise is deemed a "Competitor" or whether any task or work effort is deemed a "Competitive Project," Consultant shall obtain Amexco's advance written approval (not to be unreasonably withheld), which decision shall be deemed final and controlling for all purposes hereunder.

ADDENDUM 1
To
MASTER AGREEMENT FOR CONSULTING SERVICES

4. eCommerce:

Prior to commencement of any web-based activities between the Parties, Consultant shall agree to and comply with comprehensive interactive and information security related Amexco provisions under separate agreement as prescribed by Amexco's Global Procurement.

5. Special Promotions:

5.1 Consultant agrees to participate in, at Amexco's selection discretion, Special Amexco Promotions or programs such as the Leveraged Buying Program. The Leveraged Buying Program, or a program similar in nature, allows Amexco to offer Consultant's goods and or services at Amexco negotiated rates to selected third party Amexco customers. These negotiated rates may or may not include service fees, which are to be refunded to Amexco in rebate form. Consultant further agrees that the revenues generated from Consultant's participation in a special program or promotion shall be treated as revenues generated from purchases made by Amexco for the sole purpose of being used in the calculation of any of Amexco's minimum purchase volume requirements. The specific terms and conditions of Consultant's participation in the special program or promotion shall be negotiated in a separate addendum or agreement.

5.1.1 Consultant further agrees that should Amexco develop and implement a web-based e-marketplace for the Leveraged Buying Program or a program similar in nature, such as the marketplace developed by Amexco's joint venture partner, MarketMile, Consultant shall make a good faith effort to complete an agreement with the marketplace owner.

5.2 Consultant agrees to participate in, at Amexco's selection discretion, Special Amexco Promotions or programs such as the Warrants Program. It is the practice of Amexco to receive warrants to purchase shares from selected suppliers. Warrants will be issued as mutually agreed to by Amexco and the selected supplier. A separate agreement for Warrants will be executed in conjunction with executing the Agreement and this Addendum.

6. Special Tax Provisions:

6.1 For Canada only, Amexco shall pay any goods or services tax payable on the fees and other amounts payable by Amexco under this Addendum and Agreement, and any other Canadian federal, provincial or municipal taxes payable by Amexco (other than taxes imposed on Consultant) shall be exclusively borne and paid by Amexco. Any Canadian federal, provincial or municipal taxes payable by Consultant shall be payable and exclusively borne and paid by Consultant. If any of the fees or other amounts payable by Amexco under this Addendum and Agreement are subject to withholding in Canada, Amexco shall be entitled to withhold and pay over the required amounts to the appropriate taxing authority.

6.1.1 Unless other payment terms are specified on the Schedule, Consultant shall invoice Amexco: (i) upon Amexco's written acceptance of any deliverables, products or work performed on a fixed price

ADDENDUM 1
To
MASTER AGREEMENT FOR CONSULTING SERVICES

basis; or (ii) monthly in arrears, for services provided on a "time and materials" basis and for out-of-pocket expenses. All invoices, except for amounts disputed by Amexco, shall be payable within thirty (30) days of receipt. Any disputed amounts shall not affect payment of non-disputed charges and expenses. Each invoice shall state separately any applicable taxes; registration numbers pursuant to the Excise Tax Act (Canada) and provincial or regional tax regulation; whether the goods or services are taxable, exempt or zero-rated; and amounts related to services performed in Canada by a non-resident.

7. Special Payment Terms:

7.1 International Currency Exchange:

All US Dollar charges must be converted to the relevant local currency. For the avoidance of doubt, local currency means National Currency Unit (NCU) using the relevant closing rate as quoted in the prevailing Financial Times on the day of billing.

7.2 Corporate Purchasing Card:

All fees, expenses, charges and other costs payable by Amexco to Consultant hereunder shall be billed and paid via the American Express Corporate Purchasing Card ("CPC"). To the extent Consultant is not enrolled in the CPC program as of the Effective Date hereof, Consultant agrees to enroll in the CPC program promptly thereafter and to commence billing via the CPC as soon as practicable thereafter. All costs associated with CPC enrollment, implementation and billing thereunder shall be borne by Consultant.

8. Supplier Diversity Program:

8.1 Amexco is committed to supplier diversity and diverse supplier development. Amexco's commitment thereto provides diverse suppliers with the opportunity to participate in the performance of Amexco's First and Second Tier contracts and sub-contracts.

8.2 Consultant agrees to actively search for procurement and or procurement collaboration opportunities with "certified" Minority, Women, Disabled Individual, and Small Business Enterprises (MBE, WBE, DIBE, SBE) to participate as "Second Tier" suppliers in the performance of the Amexco services contemplated hereunder to the maximum extent possible without compromising price, quality, or service.

8.2.1 With reference to Article 8.2 herein, "certified" means diverse suppliers of which have been certified through an authorized agency in compliance with applicable laws and regulations or through an affiliate regional office of the National Minority Supplier Development Council.

8.2.2 With reference to Article 8.2 herein, "Second Tier" suppliers may include participation in the development, production, maintenance, and or distribution of Consultant's products or services.

ADDENDUM 1
To
MASTER AGREEMENT FOR CONSULTING SERVICES

8.3 Consultant agrees to establish a diverse supplier utilization goal as a percent of the total sales of the Amexco services contemplated hereunder.

8.4 Consultant agrees to submit to Amexco an accurate Second Tier quarterly "report" on the tenth of January, April, July, and October of each year Consultant is performing the Amexco services contemplated hereunder. This report shall be submitted in the form of Attachment I with copy to the respective Amexco Global Commodity Manager.

8.4.1 With reference to Article 8.4 herein, the "report" shall consist of Direct Second Tier Consultant spend for products and services attributable to the Amexco services contemplated hereunder.

8.4.2 With reference to Article 8.4 herein, the "report" shall consist of Indirect Second Tier Consultant spend for products and services not attributable to the Amexco services contemplated hereunder or any other specific Consultant customer.

9. Relationship of The Parties:

This Addendum and Agreement are not intended to and does not constitute a joint venture, alliance, or partnership, or other formal business relationship or organization. Each Party hereto shall act as independent entities and shall not, except as specifically authorized and provided for herein, act as an agent for the other Party for any purpose whatsoever and no Party shall have the authority to bind the other or make any commitment or incur any costs or expenses for or in the name of the other Party unless otherwise provided for herein.

10. Disaster Recovery:

10.1 Consultant shall within fifteen (15) days of Addendum execution, develop, implement, and administer a Disaster Recovery Plan ("DRP") for the Amexco services contemplated hereunder, subject to final approval of Amexco Information Integrity. Consultant shall provide to Amexco a copy of its DRP for each Consultant location involved with the Amexco services contemplated hereunder, including the location(s) of its recovery sites.

10.2 Consultant shall at least once every month during the term of this Addendum, update and test the operability of the DRP in effect, and upon Amexco's request, certify to Amexco that the DRP is fully operational.

10.3 Consultant shall upon discovery by Consultant, immediately provide Amexco with notice of a disaster and implement the DRP upon the occurrence of any such disaster affecting the Amexco services contemplated hereunder.

10.4 Consultant shall use commercially reasonable efforts to reinstate the Amexco services contemplated hereunder within 24 hours of the occurrence of a disaster. In the event the Amexco services contemplated hereunder are not reinstated within five (5) business days, Amexco may terminate this Addendum upon notice to Consultant without regard to the termination provisions

ADDENDUM 1
TO
MASTER AGREEMENT FOR CONSULTING SERVICES

contained herein or in the Agreement.

10.5 Whenever a disaster causes Consultant to allocate limited resources between or among Consultant's customers and or affiliates, Amexco shall receive at least the same priority in respect of such allocation as Consultant's affiliates and Consultant's other preferred commercial customers.

11. Force Majeure:

Except for payment of sums due, neither Party shall be liable to the other nor deemed in default hereunder for any delay, failure in performance, loss or damage due to fire, explosions, power blackouts, earthquakes, floods, the elements, strikes, embargoes, labor disputes, civil disorders, riots, acts of civil or military authority, acts of public enemy, war (declared or undeclared), acts of God, acts or omissions of carriers or suppliers, restrictions of law, regulations, orders or other acts of regulatory or governmental agencies, interruption or failure of telecommunication or digital transmission links, Internet failures and delays, or other causes beyond such Party's reasonable control declaring force majeure, without such Party's fault or negligence, which such Party is unable to prevent by exercising reasonable diligence, whether or not similar to the foregoing.

12. Term:

12.1 Notwithstanding anything to the contrary contained in the Agreement, this Article 12.0 is in addition to and not in lieu any provision in the Agreement, particularly, Term and Termination.

12.2 This Addendum shall be in full force and effect for one (1) year from the Effective Date hereof, until December 31, 2002 ("Initial Term"), and shall automatically continue for successive renewal terms, each for a term of six months ("Renewal Term"), for a maximum of two Renewal Terms, unless otherwise terminated in accordance with the terms of the Agreement.

12.3 Consultant shall not increase the fees charged to Amexco hereunder (and as set forth in the associated Schedule and or Statement of Work) during the Initial Term.

12.4 Consultant shall not increase the fees charged to Amexco hereunder (and as set forth in the associated Schedule and or Statement of Work) by more than two and one-half percent (2.5%) per Renewal Term from the Effective Date hereof, for the two (2) Renewal Terms that this Addendum is in full force and effect, provided that Amexco is provided specific information justifying such, in a form that is acceptable and approved by Amexco thereby, and provided that Amexco continues during each Renewal Term, to procure from Consultant substantially similar service and service levels.

ADDENDUM 1
To
MASTER AGREEMENT FOR CONSULTING SERVICES

13. Transition Services:

13.1 Upon the termination or expiration of this Addendum for any reason, Consultant shall provide transition services to Amexco for a period specified by Amexco not to exceed six (6) months following the termination or expiration effective date; at the rates, quality, and performance standards in effect under this Addendum immediately prior to such termination or expiration effective date ("Transition Assistance Period"); in order to facilitate transfer of the services to Amexco or another consultant designated by Amexco.

13.2 Consultant shall reasonably cooperate with Amexco or another consultant designated by Amexco during the Transition Assistance Period. Consultant's level of service, quality, and performance standards shall not be degraded during the Transition Assistance Period.

13.3 After expiration of the Transition Assistance Period, Consultant shall answer questions from Amexco regarding the Amexco services contemplated hereunder on an "as needed" basis, at Consultant's then standard billing rates, and deliver to Amexco any remaining Amexco-owned reports, documentation and equipment still in Consultant's possession.

13.4 Without limiting the generality of the foregoing, Amexco shall prepare and deliver to Consultant prior to the termination or expiration effective date, a transition plan setting forth the transition services required during the Transition Assistance Period ("Transition Plan").

14. Audit Rights:

14.1 Notwithstanding Article 6.4 of the Agreement, Consultant shall maintain complete and accurate records in sufficient detail to ensure compliance with the payment terms and other Consultant obligations hereunder.

14.2 Amexco shall have the right itself or through its agents to audit Consultant's relevant records pursuant to Article 14 herein.

14.3 In the event that any such audit discloses an Amexco overpayment, Consultant shall promptly reimburse Amexco for any such overpayment as well as promptly reimburse the actual Amexco administration costs of such audit.

14.4 The audit rights pursuant to Article 14 herein shall survive for a period of three (3) years after expiration of the Initial Term or Renewal Term, or termination.

ADDENDUM 1
To
MASTER AGREEMENT FOR CONSULTING SERVICES

15. Language:

15.1 This Addendum is executed in the English language in two original copies.

15.2 Performance of the Amexco services contemplated hereunder, to include all communication between the Parties, whether oral or written, pertaining to or effected hereunder, shall be given and or made in the English Language.

16. Modification, Amendment, Supplement, Waiver:

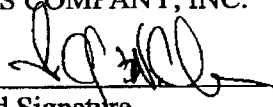
No modification, course of conduct, amendment, supplement to or waiver of this Addendum or any provisions hereof shall be binding upon the Parties unless made in writing and duly signed by Consultant, and for Amexco, Global Procurement. At no time shall any failure or delay by either Party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be or operate as a waiver of the same.

17. Entire Agreement:

The exhibits and attachments to this Addendum are incorporated hereto and shall constitute part of this Addendum. This Addendum and Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the Parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Schedule as of the day, month and year last written below.

AMERICAN EXPRESS TRAVEL RELATED MODIS
SERVICES COMPANY, INC.



Authorized Signature

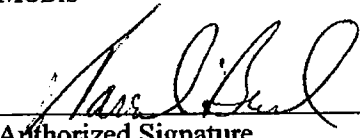


Name

4.17.02

Dated

American Express Travel Related Services
Company, Inc.
90 Hudson Street
Jersey City, NJ 07302



Authorized Signature



Name

3-29-02

Dated

Modis
10040 N 25th Ave Ste 118
Phoenix AZ 85021

Attachment 1: Scope of Services

Consultant:
Modis
10040 N 25th Ave Ste 118
Phoenix AZ 85021

Master Agreement No.: PHX-02/27/02-BJB-05
Master Effective Date: January 1, 2002
Addendum No.: 1
Addendum Effective Date: January 1, 2002

This Attachment 1 is issued pursuant to the above-referenced Master Agreement for Consulting Services, Addendum, and Schedule, constituting parts thereof, by and between American Express Travel Related Services Company, Inc., American Express, 90 Hudson Street, Jersey City, NJ 07302 ("Amexco"), and the Consultant specified above.

Modis will be considered an IT Services Preferred Supplier ONLY for the following commodities and locations marked by the letter 'X':

Commodity	IT Services	Preferred Supplier
USA*	X	X
Brighton, UK		
Toronto, Canada		
Singapore, Singapore		
Kuala Lumpur, Malaysia		
Sydney, Australia		
Mexico City, Mexico		
Sao Paolo, Brazil		

* USA includes Phoenix, AZ; Minneapolis, MN; Salt Lake City, UT; Fort Lauderdale, FL; New York, NY; Parsippany, NJ; Chicago, IL; Greensboro, NC; Houston, TX.

ATTACHMENT 2

ADDITIONAL CONTRACTUAL REQUIREMENTS

Consultant:
Modis
10040 N 25th Ave Ste 118
Phoenix AZ 85021

Master Agreement No.: PHX-02/27/02-BJB-05
Master Effective Date: January 1, 2002
Addendum No.: 1
Addendum Effective Date: January 1, 2002

This Attachment 2 is issued pursuant to the above-referenced Master Agreement for Consulting Services, Addendum, and Schedule, constituting parts thereof, by and between American Express Travel Related Services Company, Inc., American Express, 90 Hudson Street, Jersey City, NJ 07302 ("Amexco"), and the Consultant specified above.

1. The following documents, provided to the Consultant during the Request For Proposal process, are incorporated by reference:
 - 1.1 Minimum Security Baseline Standard
 - 1.2 Business Recovery Requirements
 - 1.3. American Express Travel and Expense Policy
 - 1.4 End-User Computing Software Standards
 - 1.5 Mid-Range Computer Software Standards
2. Consultant's Rate Card, as submitted during the Request For Proposal process, is attached and incorporated by reference.

Volume Rebate - Global IT Services

Supplier Name:	Modis
-----------------------	--------------

Annual Revenues (\$US)	%Rebate
\$0.5 - \$1 million	1.00%
\$1 - \$5 million	1.00%
\$5 - \$10 million	1.50%
\$10 - \$15 million	2.00%
\$15 - \$25 million	2.50%
\$25 - \$50 million	3.50%
\$50 - \$75 million	6.00%
\$75 - \$100 million	9.00%
More than \$100 million	10.00%

Right to Hire - IT Contract Labor Only

Supplier Name:	Modis
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Contractor Tenure	% of Annual Salary
Less than 30 days	
31 - 90 days	12.00%
91 - 180 days	7.00%
181 - 360 days	0.00%
More than 360 days	0.00%

Offsite Domestic Bids

Supplier Name:

Modis

Client Server

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Programmer	\$55.50	\$59.00	\$57.50	\$55.50	\$65.00
Senior Programmer	\$68.00	\$71.50	\$67.50	\$68.00	\$88.00
Application Architect	\$78.00	\$83.00	\$78.00	\$78.00	\$95.00

Mainframe

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Programmer	\$53.00	\$53.00	\$52.50	\$53.00	\$60.00
Senior Programmer	\$61.50	\$67.00	\$61.00	\$61.50	\$75.50
Application Architect	\$69.00	\$92.00	\$73.00	\$69.00	\$85.00

Web

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Programmer	\$58.00	\$63.00	\$58.00	\$58.00	\$65.00
Senior Programmer	\$71.50	\$76.00	\$71.50	\$67.50	\$84.00
Application Architect	\$76.00	\$88.50	\$81.50	\$77.50	\$102.00

PC/Office

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Programmer	\$50.50	\$50.50	\$48.00	\$49.00	\$58.50
Senior Programmer	\$56.00	\$67.50	\$54.50	\$54.50	\$71.00

Architect

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
System Architect	\$78.00	\$86.00	\$78.00	\$70.00	\$102.00
Network Architect	\$76.00	\$86.00	\$78.00	\$70.00	\$85.50

Business Analysis/Management

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Financial/Business Analyst	\$61.50	\$71.50	\$61.50	\$61.50	\$72.50
Business System Analyst	\$68.00	\$81.50	\$64.50	\$64.50	\$87.00
IT Consultant	\$66.00	\$81.50	\$64.50	\$64.50	\$87.00
Senior IT Consultant	\$78.00	\$88.50	\$77.50	\$81.50	\$102.00
Technical Lead	\$69.00	\$76.00	\$69.00	\$67.50	\$91.00
Project Manager	\$76.00	\$90.50	\$76.00	\$74.50	\$102.00
Program Director	\$81.50	\$94.00	\$81.00	\$80.00	\$119.00

Production/Operations

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
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Offsite Domestic Bids

Supplier Name:

Modis

	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Support	\$39.00	\$39.00	\$39.00	\$39.00	\$51.50
Technical Writer	\$50.50	\$50.50	\$50.50	\$50.50	\$62.50
Quality Assurance Tester	\$54.50	\$54.50	\$57.50	\$54.50	\$65.50
Data Warehousing	\$74.50	\$74.50	\$74.50	\$67.50	\$95.00
System Administrator	\$64.50	\$83.00	\$67.50	\$60.00	\$95.00
Database/Web Administrator	\$78.50	\$88.50	\$78.50	\$77.50	\$99.50
Internet Security Specialist	\$86.00	\$86.50	\$84.50	\$77.50	\$102.00
Production Control Specialist	\$50.50	\$54.50	\$50.50	\$50.50	\$68.50

Telecom/Network

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Telecom/Network Analyst	\$53.00	\$54.50	\$54.50	\$50.50	\$67.00
Telecom Technician	\$42.00	\$47.50	\$40.00	\$42.00	\$55.50
Network Administrator	\$80.00	\$83.00	\$81.50	\$57.50	\$77.00
Telecom Engineer	\$80.00	\$83.00	\$59.00	\$60.00	\$80.00
Network Engineer	\$64.50	\$66.50	\$63.00	\$64.50	\$72.50
Integration Engineer	\$64.50	\$74.50	\$63.00	\$64.50	\$84.00

Onsite Domestic Bids

Supplier Name:

Modis

Client Server

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Programmer	\$50.50	\$54.00	\$52.50	\$50.50	\$58.00
Senior Programmer	\$61.00	\$66.50	\$62.50	\$61.00	\$82.00
Application Architect	\$71.00	\$78.00	\$71.00	\$71.00	\$89.00

Mainframe

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Programmer	\$48.00	\$48.00	\$47.50	\$48.00	\$54.00
Senior Programmer	\$58.50	\$60.00	\$56.00	\$56.50	\$69.50
Application Architect	\$64.00	\$87.00	\$68.00	\$64.00	\$89.00

Web

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Programmer	\$53.00	\$58.00	\$53.00	\$53.00	\$59.00
Senior Programmer	\$66.50	\$71.00	\$66.50	\$62.50	\$78.00
Application Architect	\$71.00	\$83.50	\$76.50	\$72.50	\$96.00

PC/Office

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Programmer	\$45.50	\$45.50	\$43.00	\$44.00	\$52.50
Senior Programmer	\$51.00	\$62.50	\$49.50	\$49.50	\$65.00

Architect

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
System Architect	\$71.00	\$81.00	\$71.00	\$65.00	\$96.00
Network Architect	\$71.00	\$81.00	\$71.00	\$65.00	\$79.50

Business Analysis/Management

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Financial/Business Analyst	\$56.50	\$66.50	\$56.50	\$56.50	\$66.50
Business System Analyst	\$61.00	\$76.50	\$59.50	\$59.50	\$81.00
IT Consultant	\$61.00	\$76.50	\$59.50	\$59.50	\$81.00
Senior IT Consultant	\$71.00	\$83.50	\$72.50	\$76.50	\$96.00
Technical Lead	\$64.00	\$71.00	\$64.00	\$62.50	\$85.00
Project Manager	\$71.00	\$85.50	\$71.00	\$69.50	\$96.00
Program Director	\$76.50	\$89.00	\$76.00	\$75.00	\$113.00

Production/Operations

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
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Onsite Domestic Bids

Supplier Name:

Modis

	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Support	\$34.00	\$34.00	\$34.00	\$34.00	\$45.50
Technical Writer	\$45.50	\$45.50	\$45.50	\$45.50	\$56.50
Quality Assurance Tester	\$49.50	\$49.50	\$52.50	\$49.50	\$59.50
Data Warehousing	\$69.50	\$69.50	\$69.50	\$62.50	\$89.00
System Administrator	\$59.50	\$76.00	\$62.50	\$55.00	\$69.00
Database/Web Administrator	\$73.50	\$83.50	\$73.50	\$72.50	\$93.50
Internet Security Specialist	\$81.00	\$83.50	\$79.50	\$72.50	\$99.00
Production Control Specialist	\$45.50	\$49.50	\$45.50	\$45.50	\$62.50

Telecom/Network

Role	Phoenix	Minneapolis	Fort Lauderdale	Salt Lake City	New York City
	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)	Bill Rate (\$/hour)
Telecom/Network Analyst	\$48.00	\$49.50	\$49.50	\$45.50	\$61.00
Telecom Technician	\$37.00	\$42.50	\$35.00	\$37.00	\$49.50
Network Administrator	\$55.00	\$58.00	\$56.50	\$52.50	\$71.00
Telecom Engineer	\$55.00	\$56.00	\$54.00	\$55.00	\$74.00
Network Engineer	\$59.50	\$62.50	\$58.00	\$59.50	\$66.50
Integration Engineer	\$59.50	\$69.50	\$58.00	\$59.50	\$78.00

IT Contract Labor - Subcontracted

Supplier Name:

Modis

Tax Status:

Subcontractor

(if applicable)

Client Server

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Programmer	\$42.08	\$8.42	\$45.00	\$9.00	\$43.75	\$8.75	\$42.08	\$8.42	\$49.17	\$9.83
Senior Programmer	\$50.83	\$10.17	\$55.42	\$11.08	\$52.08	\$10.42	\$50.83	\$10.17	\$68.33	\$13.70
Application Architect	\$59.17	\$11.83	\$65.00	\$13.00	\$59.17	\$11.29	\$58.17	\$11.29	\$74.17	\$14.83

Mainframe

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Programmer	\$40.00	\$8.00	\$40.00	\$8.00	\$39.58	\$7.92	\$40.00	\$8.00	\$45.00	\$9.00
Senior Programmer	\$47.08	\$9.42	\$50.00	\$10.00	\$46.67	\$8.33	\$47.08	\$9.42	\$57.92	\$11.58
Application Architect	\$53.33	\$10.67	\$72.50	\$14.50	\$56.67	\$11.33	\$53.33	\$10.67	\$74.17	\$14.38

Web

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Programmer	\$44.17	\$8.83	\$48.33	\$9.67	\$44.17	\$8.83	\$44.17	\$8.83	\$49.17	\$9.83
Senior Programmer	\$55.42	\$11.08	\$59.17	\$11.83	\$55.42	\$11.08	\$52.08	\$10.42	\$65.00	\$13.00
Application Architect	\$59.17	\$11.83	\$69.58	\$13.92	\$63.75	\$12.75	\$60.42	\$12.08	\$80.00	\$16.00

PC/Office

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Programmer	\$37.92	\$7.58	\$37.92	\$7.58	\$35.83	\$7.17	\$36.67	\$7.33	\$43.75	\$8.75
Senior Programmer	\$42.50	\$8.50	\$50.08	\$12.42	\$41.25	\$8.25	\$41.25	\$8.25	\$54.17	\$10.83

Architect

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
System Architect	\$59.17	\$11.83	\$67.50	\$13.50	\$59.17	\$11.83	\$54.17	\$10.83	\$80.00	\$16.00
Network Architect	\$59.17	\$11.83	\$67.50	\$13.50	\$59.17	\$11.83	\$54.17	\$10.83	\$68.25	\$13.25

Business Analysis/Management

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Financial/Business Analyst	\$47.08	\$9.42	\$55.42	\$11.08	\$47.08	\$9.42	\$47.08	\$9.42	\$55.42	\$11.08
Business System Analyst	\$50.83	\$10.17	\$63.75	\$12.75	\$49.58	\$9.92	\$49.58	\$9.92	\$67.50	\$13.50
Technical Lead	\$53.33	\$10.67	\$59.17	\$11.83	\$53.33	\$10.67	\$52.08	\$10.42	\$70.83	\$14.17
Project Manager	\$59.17	\$11.83	\$71.25	\$14.25	\$59.17	\$11.83	\$57.92	\$11.58	\$80.00	\$16.00
Program Director	\$63.75	\$12.75	\$74.17	\$14.83	\$63.33	\$12.67	\$62.50	\$12.50	\$94.17	\$18.83

Production/Operations

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Support	\$28.33	\$5.67	\$28.33	\$5.67	\$28.33	\$5.67	\$28.33	\$5.67	\$37.92	\$7.58

IT Contract Labor - Subcontracted

Supplier Name:

Modis

Tax Status:

Subcontractor

(if applicable)

Technical Writer	\$37.92	\$7.58	\$37.92	\$7.58	\$37.92	\$7.58	\$37.92	\$7.58	\$47.08	\$9.42
Quality Assurance Tester	\$41.25	\$8.25	\$41.25	\$8.25	\$43.75	\$8.75	\$41.25	\$8.25	\$49.58	\$9.92
Data Warehousing	\$57.92	\$11.58	\$57.92	\$11.58	\$57.92	\$11.58	\$52.08	\$10.42	\$74.17	\$14.83
System Administrator	\$49.58	\$9.92	\$65.00	\$13.00	\$52.08	\$10.42	\$45.83	\$9.17	\$74.17	\$14.83
Database/Web Administrator	\$61.25	\$12.25	\$69.58	\$13.82	\$61.25	\$12.25	\$60.42	\$12.08	\$77.50	\$16.00
Internet Security Specialist	\$67.50	\$13.50	\$69.59	\$13.91	\$66.25	\$13.25	\$60.42	\$12.08	\$80.00	\$16.00
Production Control Specialist	\$37.92	\$7.58	\$41.25	\$8.25	\$37.92	\$7.58	\$37.92	\$7.58	\$52.08	\$10.42

Telecom/Network

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Telecom/Network Analyst	\$40.00	\$8.00	\$41.25	\$8.25	\$41.25	\$8.25	\$37.92	\$7.58	\$50.83	\$10.17
Telecom Technician	\$30.83	\$6.17	\$35.42	\$7.08	\$29.17	\$5.83	\$30.83	\$6.17	\$41.25	\$8.25
Network Administrator	\$45.83	\$9.17	\$48.33	\$9.67	\$47.08	\$9.42	\$43.75	\$8.75	\$59.17	\$11.83
Telecom Engineer	\$45.83	\$9.17	\$48.33	\$9.67	\$45.00	\$9.00	\$45.83	\$9.17	\$61.67	\$12.33
Network Engineer	\$49.58	\$9.92	\$52.08	\$10.42	\$48.33	\$9.67	\$49.58	\$9.92	\$55.42	\$11.08
Integration Engineer	\$49.58	\$9.92	\$57.92	\$11.58	\$48.33	\$9.67	\$49.58	\$9.92	\$65.00	\$13.00

IT Contract Labor - W2

Supplier Name:
Tax Status:
(If applicable)

Modis
W2

Client Server

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Programmer	\$35.50	\$13.85	\$40.00	\$15.60	\$37.00	\$14.43	\$35.50	\$13.85	\$41.50	\$16.18
Senior Programmer	\$43.00	\$16.77	\$47.00	\$18.33	\$44.00	\$17.16	\$43.00	\$16.77	\$58.00	\$22.62
Application Architect	\$50.00	\$19.50	\$55.00	\$21.45	\$50.00	\$19.50	\$50.00	\$19.50	\$63.00	\$24.57

Mainframe

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Programmer	\$34.00	\$13.26	\$34.00	\$13.26	\$33.50	\$13.07	\$34.00	\$13.26	\$37.50	\$14.63
Senior Programmer	\$40.00	\$15.60	\$41.50	\$16.18	\$39.50	\$15.41	\$40.00	\$15.60	\$49.00	\$19.11
Application Architect	\$45.00	\$17.55	\$55.00	\$21.45	\$48.00	\$18.72	\$45.00	\$17.55	\$63.00	\$24.57

Web

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Programmer	\$37.50	\$14.63	\$41.00	\$15.99	\$37.50	\$14.63	\$37.50	\$14.63	\$41.50	\$16.19
Senior Programmer	\$47.00	\$18.33	\$50.00	\$19.50	\$47.00	\$18.33	\$44.00	\$17.16	\$55.00	\$21.45
Application Architect	\$50.00	\$19.50	\$59.00	\$23.01	\$54.00	\$21.06	\$51.00	\$19.89	\$68.00	\$26.52

PC/Office

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Programmer	\$32.00	\$12.48	\$32.00	\$12.48	\$30.50	\$11.90	\$31.00	\$12.09	\$37.00	\$14.43
Senior Programmer	\$38.00	\$14.04	\$44.00	\$17.16	\$35.00	\$13.65	\$35.00	\$13.65	\$48.00	\$17.94

Architect

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
System Architect	\$50.00	\$19.50	\$57.00	\$22.23	\$50.00	\$19.50	\$46.00	\$17.94	\$68.00	\$26.52
Network Architect	\$50.00	\$19.50	\$58.00	\$21.84	\$50.00	\$19.50	\$46.00	\$17.94	\$58.00	\$21.84

Business Analysis/Management

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Financial/Business Analyst	\$40.00	\$15.60	\$47.00	\$18.33	\$40.00	\$15.60	\$40.00	\$15.60	\$47.00	\$18.33
Business System Analyst	\$43.00	\$16.77	\$54.00	\$21.06	\$42.00	\$16.38	\$42.00	\$16.38	\$57.00	\$22.23
Technical Lead	\$45.00	\$17.55	\$50.00	\$19.50	\$45.00	\$17.55	\$44.00	\$17.16	\$60.00	\$23.40
Project Manager	\$50.00	\$19.50	\$60.50	\$23.60	\$50.00	\$19.50	\$49.00	\$19.11	\$68.00	\$26.52
Program Director	\$54.00	\$21.06	\$63.00	\$24.57	\$54.00	\$21.06	\$53.00	\$20.67	\$80.00	\$31.20

Production/Operations

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Support	\$24.00	\$9.36	\$24.00	\$9.36	\$24.00	\$9.36	\$24.00	\$9.36	\$32.00	\$12.48

IT Contract Labor - W2

Supplier Name:

Modis

Tax Status:

W2

(if applicable)

Technical Writer	\$32.00	\$12.48	\$32.00	\$12.48	\$32.00	\$12.48	\$32.00	\$12.48	\$40.00	\$15.60
Quality Assurance Tester	\$35.00	\$13.65	\$35.00	\$13.65	\$37.00	\$14.43	\$35.00	\$13.65	\$42.00	\$16.38
Data Warehousing	\$49.00	\$18.11	\$49.00	\$18.11	\$48.00	\$18.11	\$44.00	\$17.16	\$63.00	\$24.57
System Administrator	\$42.00	\$16.38	\$55.00	\$21.45	\$44.00	\$17.16	\$39.00	\$15.21	\$63.00	\$24.57
Database/Web Administrator	\$52.00	\$20.28	\$63.00	\$24.57	\$52.00	\$20.28	\$51.00	\$19.89	\$66.00	\$25.74
Internet Security Specialist	\$57.00	\$22.23	\$59.00	\$23.01	\$56.00	\$21.84	\$51.00	\$19.89	\$68.00	\$26.52
Production Control Specialist	\$32.00	\$12.48	\$35.00	\$13.65	\$32.00	\$12.48	\$32.00	\$12.48	\$44.00	\$17.16

Telecom/Network

Role	Phoenix		Minneapolis		Fort Lauderdale		Salt Lake City		New York City	
	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)	Pay Rate (\$/hour)	Mark Up (\$/hour)
Telecom/Network Analyst	\$34.00	\$13.26	\$35.00	\$13.65	\$35.00	\$13.65	\$32.00	\$12.48	\$43.00	\$16.77
Telecom Technician	\$26.00	\$10.14	\$30.00	\$11.70	\$35.00	\$13.65	\$26.00	\$10.14	\$35.00	\$13.65
Network Administrator	\$39.00	\$15.21	\$41.00	\$15.99	\$40.00	\$15.60	\$37.00	\$14.43	\$50.00	\$19.50
Telecom Engineer	\$37.50	\$14.63	\$39.50	\$15.41	\$37.00	\$14.43	\$37.50	\$14.63	\$50.50	\$19.70
Network Engineer	\$42.00	\$16.38	\$44.00	\$17.16	\$42.00	\$16.38	\$42.00	\$16.38	\$47.00	\$18.33
Integration Engineer	\$42.00	\$16.38	\$49.00	\$19.11	\$41.00	\$15.99	\$42.00	\$16.38	\$55.00	\$21.45