

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims ("Settlement Agreement"), dated as of the date last executed below, is between Convergys Customer Management Group Inc. ("Service Provider"), and the State of Florida, Department of Management Services (the "Department") (collectively referred to as the "Parties").

Whereas, the Parties have entered into a contract as of August 21, 2002, for Human Resources, Benefits and Payroll Administration Services, ITN No. 32-973-400-Z (together with all amendments thereto, the "Contract"), and

Whereas, the Parties are entering into Amendment No. 10 to the Contract contemporaneously with this Settlement Agreement, and

Whereas, the Parties desire to resolve all claims between the Parties arising under the Contract to the extent set forth below,

Now therefore, for valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Service Provider shall (i) reimburse the Department for \$500,000 in payments made to Navigant Consulting to assist in recent investigations and audits of Service Provider, (ii) promptly pay Navigant Consulting an amount not to exceed \$53,335.73 to settle any outstanding claims they have for such investigations and audits, and (iii) reimburse the Department for \$16,664.27 for the Department's internal costs and expenses associated with such investigations and audits. The sum of \$516,664.27 shall be deducted in six equal amounts from Service Provider's monthly invoices commencing the month immediately following the month this Settlement Agreement becomes effective, and continuing in equal monthly amounts over the next five (5) invoices. The payments under this Section are for expenses incurred in the investigation and audit of Document Imaging, Inc. (aka GDX Data, Inc.). The Department will not object to the Service Provider hiring Navigant Consulting in connection with the Service Provider's pursuit of remedies against Document Imaging, Inc.

2. Except as set forth herein, each Party (a "Releasor") hereby releases, acquits, and forever discharges the other Party (the "Releasee") and the Releasee's parent, subsidiaries, officers, directors, agents, servants, employees, assigns, trustees, insurers, sureties, and successors in interest, from any and all claims, demands or liabilities arising from or in connection with the Releasee's past performance under the Contract, to the extent the claims, demands or liabilities were known or should have been known by the Releasor at the time this Settlement Agreement is executed (collectively, "Claims").

For purposes of determining whether the Department knew or should have known of a Claim, the Department shall not be imputed with any knowledge of any State Agency or any state employee other than those Department employees who manage or supervise the Department's activities under the Contract.

This release does not release any Claim (i) for any required future performance or other future action taken under or in connection with the Contract, (ii) made by any individuals or third parties (including state employees, relatives of state employees, insurance providers, benefits providers, Medicare/Medicaid, and any of their assignees, subrogees or authorized representatives) other than a State Agency (as defined in the Contract); (iii) for indemnity against claims made by or through any individuals or third parties, (iv) for reimbursement of money a State Agency is obligated to pay to an individual or third party due to the Service Provider's improper administration of benefits, (v) relating to invoices submitted by Service Provider within the past ninety (90) calendar days, or (vi) relating to any obligations arising under the Contract on or after the effective date of this Settlement Agreement, and Amendment No. 10.

Nothing in this release or the exceptions thereto will be construed or deemed to (i) create any third-party beneficiary rights, or (ii) waive any requirements of the Contract as to any future performance.


The Department is entering this release on behalf of itself, its successors and assigns. Except as set forth herein, to the extent a State Agency or Covered Entity (as those terms are defined in the Contract) asserts a Claim against the Service Provider under the Contract, the Department also is entering this release on behalf of such State Agency or Covered Entity, and all successors and assigns of each of them. Service Provider is entering this release on behalf of itself, its parent company, its subsidiaries, and the successors, assigns and trustees of each of them.

3. This Settlement Agreement is contingent upon and will become effective upon (i) execution of Amendment No. 10 and satisfaction of all contingencies therein and (ii) approval of this Settlement Agreement by the State of Florida's Chief Financial Officer in accordance with Florida Statute §17.04.

In witness whereof the Parties hereto have executed this Settlement Agreement dated as of the last day executed below.

State of Florida, Department of Management Services

Convergys Customer Management Group Inc.

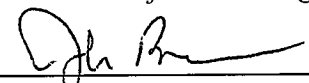
By: 
Linda H. South, Secretary

By: Robert G. Nave
Robert G. Nave, Vice President

Date: May 28, 2008

Date: May 28, 2008

Approved as to form and legality:

By: 
Office of the General Counsel
Department of Management Services

Date: May 28, 2008