

**CONSENT AGREEMENT**

This **CONSENT AGREEMENT** (this "Consent"), is dated as of May 14, 2010, by and among the Department of Management Services, State of Florida (together with its successors and assigns, the "Department"), with an office at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, Convergys Customer Management Group, Inc. ("CCMG" and, together with its affiliates and subsidiaries, "Convergys"), an Ohio corporation with its principal place of business at 201 East Fourth Street, Cincinnati, Ohio, and NorthgateArinso Inc., a Georgia corporation, with its principal place of business at 6625 The Corners Parkway, Suite 400, Norcross, GA 30092 ("NGA"). The Department, NGA and CCMG are each referred to individually as a "Party" and are referred to collectively as the "Parties".

**RECITALS**

The Department and CCMG are parties to the Amended and Restated Contract for Human Resources, Benefits and Payroll Administration Services, effective December 8, 2009 (the "Restated Agreement"). The Restated Agreement constitutes an amendment and restatement of the Contract for Human Resources, Benefits and Payroll Administration Services ITN # 32-973-400-Z dated August 21, 2002 as amended by Amendments 1 -10 (as amended, the "Original Agreement"). The Department and CCMG are also parties to the HIPAA Privacy Business Associate Agreement and Confidentiality Agreement, effective as of July 25, 2003, as amended by the Amendment to HIPAA Privacy Business Associate Agreement and Confidentiality Agreement, effective as of April 22, 2005 (as amended, the "BAA"). The Original Agreement, the Restated Agreement and the BAA are referred to collectively as the "Agreement".

In connection with a sale of certain assets of Convergys to NGA pursuant to a Master Purchase Agreement dated March 4, 2010, among Convergys Corporation, CCMG, Convergys Learning Solutions Inc., Convergys CMG Utah, Inc., NGA and Northgate Information Solutions Limited (the "Master Purchase Agreement"), as of the Effective Date (as defined below), NGA shall take assignment of CCMG's interest in, and assume CCMG's obligations under, the Agreement (the "Assignment"). Subject to the terms and conditions set forth below, CCMG desires to obtain the consent of the Department, and the Department desires to consent, to the Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**TERMS OF CONSENT**

**1. Definitions**

Capitalized terms used and not defined in this Consent shall have the meanings assigned to those terms in the Agreement.

**2. Consent to Assignment; Acknowledgements**

The Department hereby consents to, and waives any notice requirements under the Agreement with respect to, the Assignment. The Parties hereby acknowledge that (a) the Restated Agreement and the BAA shall continue in full force and effect following the Assignment, (b) CCMG has agreed with NGA to cause the issuance of a bond in the form attached hereto as Exhibit A (the "Bond") with NGA listed as principal in the face amount of \$30,000,000 for the benefit of the Department (or other collateral satisfactory under the terms of the Restated Agreement) in accordance with the terms of the Master Purchase Agreement, (c) the Bond will replace bond number 6180159 and will apply to the performance

of NGA under the Restated Agreement following the Effective Date, (d) neither the Assignment nor the maintenance of the Bond (or other collateral satisfactory under the terms of the Restated Agreement), shall give rise to, or constitute, a breach, default, event of default or other forfeiture of rights, immediately or upon the passing of time, under the Agreement, and (e) the performance bond requirements in Section 4.5 of the Restated Agreement shall continue in full force and effect pursuant to the terms of the Restated Agreement.

### **3. Effect of Assignment of the Agreement**

The Parties agree that, upon the latter of (i) the execution of this Consent by all Parties hereto, (ii) the closing of the transactions contemplated by the Master Purchase Agreement and (iii) the issuance of the Bond (satisfaction of all such conditions being the effective date of the assignment of the Agreement (the "Effective Date")), the Agreement is assigned by CCMG to NGA. Upon the Effective Date, CCMG shall no longer be a party to the Agreement, all of CCMG's rights under the Agreement are assigned to, and assumed by, NGA, and all of CCMG's duties and obligations under the Agreement are delegated to, and assumed by, NGA. Upon the Effective Date, the Parties agree that (a) CCMG's duties and obligations under the Agreement cease and are terminated, and (b) NGA assumes all of CCMG's duties and obligations to the Department under the Agreement. CCMG shall have no liability to the Department for any acts, omissions, duties or obligations arising under the Agreement after the Effective Date. Except to the extent if and as provided for under any Subcontractor Agreement with respect to the Restated Agreement, CCMG shall have no liability to NGA for any acts, omissions, duties or obligations arising under the Agreement after the Effective Date.

### **4. Assumption of Liabilities**

Upon the Effective Date, the Department hereby releases, relinquishes, and forever discharges CCMG and its successors and assigns from, and NGA hereby simultaneously assumes, any and all past, present and future liabilities, obligations, duties, causes of action, suits, debts, covenants, contracts, controversies, agreements, warranties, representations, promises, damages, understandings, demands and claims, of whatever kind and nature, known and unknown, now existing, which the Department has against CCMG, whether in law or equity, arising out of the Agreement, including, but not limited to, claims for accounting, breach of contract, quasi contract, quantum meruit, indemnity, mistake and duress (collectively, the "Department's Claims"), in each case to the extent that such release does not violate applicable law. The foregoing release and assumption shall not apply to any claims for breach of any obligations or representations under this Consent.

Upon the Effective Date, CCMG hereby releases, relinquishes, and forever discharges the Department from any and all past, present and future liabilities, obligations, duties, causes of action, suits, debts, covenants, contracts, controversies, agreements, warranties, representations, promises, damages, understandings, demands and claims, of whatever kind and nature, known and unknown, now existing, which CCMG has against the Department, whether in law or equity, arising out of the Agreement ("CCMG's Claims"). The foregoing release shall not apply to any claims for breach of any obligations or representations under this Consent.

Notwithstanding anything to the contrary in this Consent, the Parties expressly acknowledge that the above releases do not apply to NGA as an assignee of CCMG. Upon the Effective Date, NGA retains all rights and defenses that CCMG has, or may have had, with respect to any of the Department's Claims or CCMG's Claims.

The Department acknowledges that it is the only department, State Agency or Covered Entity (as such terms are defined in the Agreement) to enter into and administer the Agreement, and, with CCMG, is the only signatory thereto.

**5. Parent Company Guaranty**

This Consent is conditioned on the execution of the guaranty agreement by Northgate Information Solutions Limited in the form attached as Exhibit B (the "Guaranty Agreement").

**6. Representations and Warranties of the Parties**

Each Party represents and warrants to each other Party that (a) it is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization, (b) it has all necessary power and authority to execute, deliver and perform its obligations under this Consent, (c) the execution, delivery and performance by it of this Consent and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or company action, as applicable, (d) this Consent has been duly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, (e) this Consent does not violate any applicable law or regulation or its constitutive documents or violate or result in a default under any agreement or instrument binding on it or its assets, and (f) it has duly obtained all governmental authorizations and approvals necessary in connection with the execution, delivery and performance of this Consent, each of which is in full force and effect.

**7. NGA Representations and Warranties**

NGA represents and warrants that:

(a) it shall take the Agreement subject to, and shall comply with, all terms and conditions of the Agreement for the benefit of the Department, including but not limited to the following provisions in the Restated Agreement:

- (i) the Security Plan dated May 12, 2005 (as amended through the last update dated May 29, 2009);
- (ii) the Migration and Interim Services Plan dated May 18, 2007;
- (iii) the Business Continuity Plan;
- (iv) Section 2.6(A) (Dedicated Human Resource (HR) Service Center), including, without limitation, those obligations regarding the location of the HR Service Centers in Florida;
- (v) Section 2.6(F) (Access to SOF Production Data), including, without limitation, the limits on how and where SOF Production Data is maintained, accessed, stored and sent;
- (vi) Section 2.6(G) (No Offshoring), including, without limitation, the limits on the performance of the contractual services outside of the United States, and the limits on sending, transmitting and accessing SOF Production Data outside of the United States;

- (vii) Section 2.8 (Performance Metrics);
- (viii) Section 4.4 (Audit Rights);
- (ix) Section 4.5 (Performance Bond);
- (x) Section 5 (Supplier Diversity);
- (xi) Section 6 (Insurance);
- (xii) Section 9.4 (Background Checks);
- (xiii) Section 9.7 (Public Records and Access to Records);
- (xiv) Section 9.37 (Confidentiality Obligations);
- (xv) Section 9.39 (Subcontractor Approval and Pre-Approval); and
- (xvi) Section 9.41 (Security Breaches).

(b) as of the date of this Consent and as of the Effective Date, all financial information and other information provided by NGA to the Department or EquaTerra, Inc. in connection with this Consent is true and accurate.

(c) as of the Effective Date, there are no circumstances, actions or proceedings, pending, threatened or reasonably foreseeable, that would materially prevent, restrain or enjoin NGA's performance under the Agreement, materially diminish NGA's obligations under the Agreement, or materially diminish NGA's financial ability to perform its obligations under the Agreement.

(d) NGA will promptly execute any additional agreements required under applicable law, including, without limitation, a HIPAA Business Associate Agreement to address its use, processing, access, or possession of protected health information.

(e) as of the Effective Date, NGA has in all material respects acquired all personnel, facilities, software, hardware, intellectual property rights, third party services and contracts, and other assets required or necessary to perform its obligations and requirements under the Agreement.

(f) subject to the reasonable cooperation and support by the Department and all Users, the transition of CCMG's obligations under the Agreement to NGA shall take place so as not to cause an unreasonable adverse impact on the Department or any Users.

(g) beginning on the Effective Date and continuing through the term of the Restated Agreement, NGA will continue to provide the SAS 70 audit report as described in Section 4.4 of the Restated Agreement. To the extent NGA performs, or otherwise has available, SAS 70 audit reports beyond that required by Section 4.4 of the Restated Agreement for facilities from which Department work is performed or delivered, NGA will make those SAS 70 audit reports available to the Department.

(h) beginning on the Effective Date and continuing through the term of the Restated Agreement, NGA will provide the Department with audited annual financial reports on NGA and Northgate Information Solutions Limited. The Department agrees to keep such information confidential to the extent permitted under Florida's public records laws.

**8. Miscellaneous**

(a) All notices required under this Consent shall be delivered in writing by overnight courier service, mailed by certified or registered mail or sent by facsimile to the address set forth after the applicable Party's name on the first page hereto or to such other address as such Party shall have most recently notified to the other Parties.

(b) This Consent may be amended or modified only by a written instrument signed by the Department, CCMG and NGA. This Consent shall not be construed by any Party as a waiver or consent to any further assignment or transfer of the rights, duties and/or obligations, in whole or in part, under the Agreement. This Consent shall be binding upon the Parties and their respective successors and assigns and shall inure to the benefit of the Parties and their respective successors and assigns.

(c) This Consent may be executed in any number of counterparts, including by facsimile delivery, all of which taken together shall constitute one and the same agreement. Any provision of this Consent held to be invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The provisions in the Agreement governing choice of law, venue and dispute resolution shall govern this Consent. In the event of any conflict or inconsistency between the provisions of this Consent and the Agreement or any other agreement, the provisions of this Consent shall prevail.

(d) This Consent may be revoked by the Department if the closing of the transactions contemplated by the Master Purchase Agreement has not occurred by December 31, 2010.

(e) Any breach of the terms or conditions of this Consent by NGA or the Guaranty Agreement by Northgate Information Solutions Limited is a breach under the Agreement and, as between NGA and the Department, will be subject to the terms and conditions of the Agreement relating to breach of contract including the right of the Department or NGA to pursue against, or with respect to, each other any and all remedies, defenses and limitations available under the Agreement and at law and in equity.

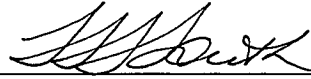
**IN WITNESS WHEREOF**, the Parties have caused this Consent to be duly executed by their respective authorized officers as of the day and year first above written.

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DEPARTMENT:

DEPARTMENT OF MANAGEMENT SERVICES,  
STATE OF FLORIDA

By:

  
Linda H. South, Secretary


Date:

May 14, 2010

CCMG:

CONVERGYS CUSTOMER MANAGEMENT  
GROUP, INC.

By:

  
Name: Tom Gibson

Title:

President

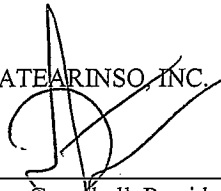
Date:

5-14-2010

NGA:

NORTHGATEARINSO, INC.

By:

  
Troy Campbell, President JOHN STIER, CEO.

Date:

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