



Deloitte Consulting LLP

## TEAMING AGREEMENT

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**THIS AGREEMENT** is made as of this 12th day of July 2010, by and between Deloitte Consulting LLP, a Delaware limited liability partnership ("Deloitte Consulting"), and Performance Technology Partners, LLC, a California Limited Liability corporation ("PTP" or "Company").

The State of Florida Agency for Workforce Innovation (hereinafter referred to as the "Client") has requested responses to a request for proposal (hereinafter referred to as the "Request"), for the purpose of modernizing their Unemployment Compensation ("UC") systems and customer service (hereinafter referred to as the "Services") and the parties wish to combine their efforts to respond to the Request and further to enter into an agreement under which the parties will perform services pursuant to any contract awarded by Client.

This Agreement defines the rights and responsibilities of the parties hereto in connection with the foregoing.

1. The sole purpose of this Agreement is to submit a proposal to Client in response to the Request (hereinafter referred to as the "Proposal") and to receive a contract award from Client and to enter into an agreement with Client (hereinafter referred to as the "Prime Contract") to provide services as set forth in the Proposal and, in turn, to have Prime (as hereinafter defined) enter into a contract with Subcontractor (as hereinafter defined) to provide a portion of those Products and Services of the nature and to the extent set forth in Exhibit A hereto. This Agreement relates only to the Proposal.

It is understood and agreed by the parties hereto that Deloitte Consulting shall be prime contractor (hereinafter referred to as the "Prime") and PTP shall be a subcontractor (hereinafter referred to as the "Subcontractor") under any contract to be awarded pursuant to the Proposal (including any subsequent and related awards for work). The parties hereto shall be deemed to be independent contractors, and the personnel of one shall not be deemed to be personnel of the other. Neither party shall act as the agent of the other, nor shall either party have the authority, or represent that it has the authority, to bind the other party.

Except as provided in this Agreement, neither party to this Agreement shall be precluded from participating in or contracting for any goods or services, including, without limitation, any goods or services, whether for governmental or non-governmental individuals or entities, which may arise in the general area of business related to the Proposal.

2. In an effort to achieve the objective set forth in the first sentence of Section 1 hereof, Prime and Subcontractor agree to cooperate fully with each other. Prime will furnish Subcontractor with a copy of the Request. Subcontractor's role as subcontractor, including, as applicable, participation in the management of work performed under the Prime Contract, shall be defined in the Proposal.
3. Subcontractor shall assist Prime in the preparation of the Proposal by supplying, in a timely fashion, such personnel, information (including, without limitation, all cost information), resumes and other materials as may be reasonably requested by Prime, including any and all exceptions Subcontractor may have to the terms and conditions of the Request (including any such terms and conditions identified in the Request as being required to be included in the Prime Contract).
4. Each of the parties hereto shall bear the costs of its own efforts for the preparation of the Proposal.
5. All communications with Client pertaining to the Request (and the Prime Contract) shall be made through Prime, unless otherwise expressly authorized by Prime. In the event that Subcontractor is called upon by Client concerning the Proposal, Subcontractor shall promptly notify Prime thereof. Any information submitted to Client in the response to or relating to the Request, concerning the services to be provided by Subcontractor shall not be submitted to Client without the approval of Subcontractor, which approval need not be in writing and shall be deemed to have been given by the cooperation of Subcontractor's personnel or agents in the preparation of those portions of the Proposal which concern the services to be provided by Subcontractor.

6. Subcontractor shall be available for consultation with Prime during any negotiations with Client regarding the Proposal and the Prime Contract, and shall promptly respond to Prime's requests for information in support of negotiations.
7. Each party ("Disclosing Party") may disclose to the other ("Recipient") certain proprietary and confidential information ("Information"). Information shall not include any third party proprietary or confidential information except when such third party information has been embedded in Deloitte Consulting tools and methodology.
  - a. Recipient agrees to maintain the Information of the Disclosing Party in confidence, using at least the same degree of care as it uses in maintaining as secret its own trade secret, confidential and proprietary information, but always at least a reasonable degree of care.
  - b. Disclosing Party agrees that Recipient shall have no obligation under the provisions of this Section 7 with respect to any Information which:
    1. is now or hereafter becomes publicly known other than through a breach hereof,
    2. is disclosed to Recipient by a third party that Recipient reasonably believes is legally entitled to disclose such information,
    3. is known by Recipient prior to its receipt of the Information without any obligation of confidentiality with respect thereto,
    4. is disclosed with the Disclosing Party's written consent,
    5. is disclosed by the Disclosing Party to a third party without the same or similar restrictions as set forth herein,
    6. is required to be disclosed by Recipient by a court of competent jurisdiction, administrative agency or governmental body, or by law, rule or regulation, or by applicable regulatory or professional standards, or
    7. is disclosed by Recipient in connection with any judicial or other legal proceeding involving the Services or this Agreement.
  - c. Recipient shall limit access to Information received from the Disclosing Party to only those personnel of Recipient who have need of such access for preparation of the Proposal and performance of any subsequently awarded Prime Contract or Subcontract as contemplated hereby.
  - d. Disclosing Party shall retain title to all forms of the Information, such as written documentation, delivered pursuant to this Agreement, and all copies thereof. Except as may be required for the preparation of the Proposal, Recipient shall not copy or reproduce, in whole or in part, any information or summarize or make extracts of Information without written authorization of Disclosing Party.
  - e. Information shall be used by Recipient only for purposes of fulfilling its obligations under this Agreement and any Prime Contract or Subcontract. Without limiting the immediately preceding sentence, Information shall not be used by Recipient to invent, create, modify, adapt or manufacture any hardware or software or other products or services which would or could compete with or be used in lieu of the Disclosing Party's hardware or software or other products or services, whether under the Subcontract or otherwise.
  - f. Except as expressly provided in this Agreement, Disclosing Party grants no license, right or interest to Recipient under any copyrights, patents, trademarks, trade secrets or other property rights of Disclosing Party by reason of the disclosure of the Information.
  - g. Upon termination of this Agreement or on written request of Disclosing Party, Recipient shall promptly return or destroy all tangible Information and copies thereof, except that the Recipient may retain one copy of such Information as part of its workpapers in accordance with applicable professional standards.
8. Except with the consent of the other party, which consent shall not be unreasonably withheld, during the term of this Agreement, the parties shall not actively participate in efforts with third parties that are competitive with efforts under this Agreement or compete independently for work covered by the Request. The term "actively participate" includes, without limitation, the interchange of technical data with third parties and the making

available, allowing the use of, or offering the use of services of a party's personnel, in each case to prepare a proposal with a third party in response to the Request or to provide the Services or any portion thereof. Notwithstanding the foregoing, Subcontractor expressly understands and agrees that (i) Prime may enter into agreements with other individuals or entities under which such other individuals or entities would provide products and services not in conflict with those provided by Subcontractor as set forth in Exhibit A, under the Prime Contract, and (ii) this Agreement shall not be construed as precluding either party from selling its standard commercially available products to competing bidders.

9. Unless otherwise agreed to in writing by the parties hereto, both parties hereto agree that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, each party agrees that its personnel (in their capacity as such) who had direct and substantive contact in the course of the Proposal efforts with personnel of the other party shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. This Section 9 shall not restrict the right of either party to (i) solicit the employment of personnel of the other party after such personnel have separated or have been separated from the service of such party for a period of six months or more, provided that the hiring party did not solicit such separation, or (ii) solicit or recruit generally in the media.
10. The parties hereto agree to abide by all applicable federal, state and local laws, including but not limited to, lobbying registration and reporting, gifts and entertainment, and other ethics laws and all rules and regulations issued in conjunction with such laws.
11. In the event of the Prime Contract award to Prime, the parties shall provide products, services and deliverables (including, where appropriate, support for each other) consistent with the commitments shown in the Proposal, Exhibit A and the pricing provided to Deloitte on July 9, 2010.
12. Provided that work requirements are available under the Prime Contract, including amendments and any subsequent related awards for Services as contemplated by Section 1, and subject to applicable laws and regulations and mutual agreement to the terms of a subcontract governing such services, Subcontractor shall be engaged by Prime to provide products and services of the nature and to the extent described in Exhibit A to this Agreement. Prime agrees to use all commercially reasonable efforts to secure approval of the Subcontract by Client in the event such approval is necessary.
13. It is understood and agreed to by both the Prime and Subcontractor, for the Subcontractor to enter into this teaming agreement with the Prime, and for the Subcontractor to commit to the pricing provided to Deloitte on July 9, 2010, the Subcontractor will resell all Genesys software either direct to the Client or through Prime and provide the related implementations services as set forth in Exhibit A. In the event the State does not or cannot enter into a direct resell with the Subcontractor, then to the extent permitted by applicable law and regulations governing independence obligations, the Subcontractor will enter into a resell arrangement with Deloitte Consulting Product Services LLC (DCPS) for purposes of the resell to the State. In the event a resell by DCPS is either precluded by applicable law, regulation or the State, the Teaming Agreement shall terminate unless the parties otherwise agree to amend the Teaming Agreement, including Exhibit A.
14. This Agreement shall terminate upon the happening of the earliest of
  - a. Cancellation of the Request by Client;
  - b. Failure of Client to award the Prime Contract to Prime before the expiration of one year after the date of submission of the Proposal;
  - c. Execution of the Subcontract between Prime and Subcontractor;
  - d. Agreement of the parties hereto in writing to terminate this Agreement;
  - e. Notification by Prime to Subcontractor that Prime will not submit a proposal in response to the Request;
  - f. Determination by Deloitte Consulting that (i) a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or the Securities and Exchange Commission) or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render Deloitte Consulting's relationship with Company under this Agreement is illegal or

otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change such that an attest client of Deloitte & Touche LLP or an affiliate of such attest client owns, directly or indirectly, 20% or more of the voting stock of Company or any of its affiliates; or

- g. Commencement by a party of any case or proceeding for relief as debtor under the bankruptcy, insolvency or similar laws of any competent jurisdiction or consent by a party in writing to, or failure by a party to have dismissed or stayed within 60 days after commencement of, any such case or proceeding commenced against it.

provided, however, the provisions of Section 7 hereof shall continue in full force and effect and the provisions of Section 9 shall continue in full force and effect for the period stated therein.

- 15. In no event shall either party, its affiliates, agents or subcontractors, or any of their partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs), nor shall they be liable for any claim or demand against the other by any third party. The provisions of this Section 15 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.
- 16. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given upon the earlier of (a) delivery by facsimile or by hand, or (b) five calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below.

Deloitte Consulting LLP

Performance Technology Partners, LLC

Attention of \_\_\_\_\_

Attention of Jeff Forderer

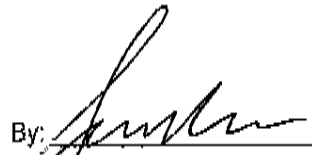
Facsimile No. \_\_\_\_\_

Facsimile No. (916) 760-1649

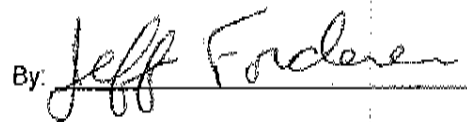
- 17. Either party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement, the Prime Contract, or the Subcontract shall obtain the written consent of the other party prior to the release of such publicity.
- 18. This Agreement or any right, obligation or interest hereunder shall not be assignable, transferable or otherwise alienable by either party or by operation of law or otherwise except with the prior written consent of the other party.
- 19. This Agreement shall be governed and construed pursuant to the laws of the State of New York, without giving effect to the choice of law principles thereof.
- 20. This Agreement constitutes the entire understanding of the parties hereto, and supersedes any and all prior written agreements, commitments, understandings or communications, in each case with respect to the subject matter of this Agreement, and any modification hereto shall be in writing and signed by both parties hereto.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed as of the day and year first-above written.

**Deloitte Consulting LLP**

By:   
Name: Scott Malin  
Title: Director

**Performance Technology Partners, LLC**

By:  7-29-2010  
Name: Jeff Forderer  
Title: Vice President

### **Exhibit A**

In the event the Prime Contract is awarded to Prime, Prime and Subcontractor agree to negotiate in good faith and proceed in a timely manner to execute mutually acceptable terms and conditions for the Subcontract for the products and services set forth in this Exhibit A. The Subcontract shall include all mandatory flow downs and other terms in the Prime contract necessary to align Subcontractor's performance with the Prime's obligations under the Prime Contract.

#### **Products**

Subcontractor will resell all software that is required to meet commitments in the Proposal and licensed by Genesys. Based on the Request, the following products will be included in the Proposal and resold by Subcontractor if Prime Contract is awarded to Prime:

- Genesys CIM Platform
- Genesys SIP Server
- Genesys E-mail
- Genesys Workforce Management
- Genesys Agent Desktop
- Virtual Hold Concierge
- Genesys Voice Platform
- Nuance Recognizer RealSpeak TTS
- Genesys Monitoring
- Genesys Media Server

#### **Services**

Based on the Request, the following services will be included in the Proposal and provided by Subcontractor under the terms of the Subcontract if Prime Contract is awarded to Prime:

- Analysis and Design
  - IVR
  - Inbound Voice
  - eServices (E-mail)
  - Contact Center Agent Desktop and uFacts Integration
  - Contact Center Reporting
  - Virtual Hold
  - Contact Center Workforce Management
- Build
  - Installation and Configuration of Genesys Products
  - Development of IVR Applications
  - Development of Agent Desktop to uFacts Integration
  - Development Voice and E-mail Routing Strategies
  - Integration, System Testing and User Acceptance Testing Support
- Deployment
  - Operations Guide
  - Knowledge Transfer and Post Deployment Support

## TEAMING AGREEMENT

THIS AGREEMENT is made as of this <sup>30<sup>th</sup></sup> day of May 2010, by and between Deloitte Consulting LLP, a Delaware limited liability partnership ("Deloitte Consulting"), and Brandt Information Services, a Florida corporation ("Company").

The Florida Agency For Workforce Innovation (hereinafter referred to as the "Client") has requested responses to an Invitation to Negotiate (hereinafter referred to as the "Request"), for the purpose of design, development, and implementation of an Unemployment Compensation System (hereinafter referred to as the "Services") and the parties wish to combine their efforts to respond to the Request and further to enter into an agreement under which the parties will perform services pursuant to any contract awarded by Client.

This Agreement defines the rights and responsibilities of the parties hereto in connection with the foregoing.

1. The sole purpose of this Agreement is to submit a proposal to Client in response to the Request (hereinafter referred to as the "Proposal") and to receive a contract award from Client and to enter into an agreement with Client (hereinafter referred to as the "Prime Contract") to provide services as set forth in the Proposal and, in turn, to have Prime (as hereinafter defined) enter into a contract with Subcontractor (as hereinafter defined) to provide a portion of those Services of the nature and to the extent set forth in Exhibit A hereto. This Agreement relates only to the Proposal.

It is understood and agreed by the parties hereto that Deloitte Consulting shall be prime contractor (hereinafter referred to as the "Prime") and Brandt Information Services shall be a subcontractor (hereinafter referred to as the "Subcontractor") under any contract to be awarded pursuant to the Proposal (including any subsequent and related awards for work) under this project. The parties hereto shall be deemed to be independent contractors, and the personnel of one shall not be deemed to be personnel of the other. Neither party shall act as the agent of the other, nor shall either party have the authority, or represent that it has the authority, to bind the other party.

Except as provided in this Agreement, neither party to this Agreement shall be precluded from participating in or contracting for any goods or services, including, without limitation, any goods or services, whether for governmental or non-governmental individuals or entities, which may arise in the general area of business related to the type of work covered by this Proposal.

2. In an effort to achieve the objective set forth in the first sentence of Section 1 hereof, Prime and Subcontractor agree to cooperate fully with each other. Prime will furnish Subcontractor with a copy of the Request. Subcontractor's role as subcontractor, including, as applicable, participation in the management of work performed under the Prime Contract, shall be defined in the Proposal.
3. Subcontractor shall assist Prime in the preparation of the Proposal by supplying, in a timely fashion, such personnel, information (including, without limitation, all cost information), resumes and other materials as may be reasonably requested by Prime, including any and all exceptions Subcontractor may have to the terms and conditions of the Request (including any such terms and conditions identified in the Request as being required to be included in the Prime Contract).
4. Each of the parties hereto shall bear the costs of its own efforts for the preparation of the Proposal.
5. All communications with Client pertaining to the Request (and the Prime Contract) shall be made through Prime, unless otherwise expressly authorized by Prime. In the event that Subcontractor is called upon by Client concerning the Proposal, Subcontractor shall promptly notify Prime thereof. Any information submitted to Client in the response to or relating to the Request, concerning the services to be provided by Subcontractor shall not be submitted to Client without the approval of Subcontractor, which approval need not be in writing and shall be deemed to have been given by the cooperation of Subcontractor's personnel or agents in the preparation of those portions of the Proposal which concern the services to be provided by Subcontractor.

6. Subcontractor shall be available for consultation with Prime during any negotiations with Client regarding the Proposal and the Prime Contract, and shall promptly respond to Prime's requests for information in support of negotiations.
7. Each party ("Disclosing Party") may disclose to the other ("Recipient") certain proprietary and confidential information ("Information"). Information shall not include any third party proprietary or confidential information except when such third party information has been embedded in Deloitte Consulting tools and methodology.
  - a. Recipient agrees to maintain the Information of the Disclosing Party in confidence, using at least the same degree of care as it uses in maintaining as secret its own trade secret, confidential and proprietary information, but always at least a reasonable degree of care.
  - b. Disclosing Party agrees that Recipient shall have no obligation under the provisions of this Section 7 with respect to any Information which:
    1. is now or hereafter becomes publicly known other than through a breach hereof,
    2. is disclosed to Recipient by a third party that Recipient reasonably believes is legally entitled to disclose such information,
    3. is known by Recipient prior to its receipt of the Information without any obligation of confidentiality with respect thereto,
    4. is disclosed with the Disclosing Party's written consent,
    5. is disclosed by the Disclosing Party to a third party without the same or similar restrictions as set forth herein,
    6. is required to be disclosed by Recipient by a court of competent jurisdiction, administrative agency or governmental body, or by law, rule or regulation, or by applicable regulatory or professional standards, or
    7. is disclosed by Recipient in connection with any judicial or other legal proceeding involving the Services or this Agreement.
  - c. Recipient shall limit access to Information received from the Disclosing Party to only those personnel of Recipient who have need of such access for preparation of the Proposal and performance of any subsequently awarded Prime Contract or Subcontract as contemplated hereby.
  - d. Disclosing Party shall retain title to all forms of the Information, such as written documentation, delivered pursuant to this Agreement, and all copies thereof. Except as may be required for the preparation of the Proposal, Recipient shall not copy or reproduce, in whole or in part, any Information or summarize or make extracts of Information without written authorization of Disclosing Party.
  - e. Information shall be used by Recipient only for purposes of fulfilling its obligations under this Agreement and any Prime Contract or Subcontract. Without limiting the immediately preceding sentence, Information shall not be used by Recipient to invent, create, modify, adapt or manufacture any hardware or software or other products or services which would or could compete with or be used in lieu of the Disclosing Party's hardware or software or other products or services, whether under the Subcontract or otherwise.
  - f. Except as expressly provided in this Agreement, Disclosing Party grants no license, right or interest to Recipient under any copyrights, patents, trademarks, trade secrets or other property rights of Disclosing Party by reason of the disclosure of the Information.
  - g. Upon termination of this Agreement or on written request of Disclosing Party, Recipient shall promptly return or destroy all tangible Information and copies thereof, except that the Recipient may retain one copy of such Information as part of its workpapers in accordance with applicable professional standards.
8. Subcontractor agrees that it shall not actively participate in efforts with third parties that are competitive with efforts under this Agreement or compete independently for work covered by the Request. The term "actively participate" includes, without limitation, the interchange of technical data with third parties and the making available, allowing the use of, or offering the use of services of a party's personnel, in each case to prepare a proposal with a third party in response to the Request or to provide the Services or any portion thereof.



Notwithstanding the foregoing, Subcontractor expressly understands and agrees that (i) Prime may enter into agreements with other individuals or entities under which such other individuals or entities would provide products and services under the Prime Contract, and (ii) this Agreement shall not be construed as precluding either party from selling its standard commercially available products to competing bidders.

9. Unless otherwise agreed to in writing by the parties hereto, both parties hereto agree that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, each party agrees that its personnel (in their capacity as such) who had direct and substantive contact in the course of the Proposal efforts with personnel of the other party shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. This Section 9 shall not restrict the right of either party to (i) solicit the employment of personnel of the other party after such personnel have separated or have been separated from the service of such party for a period of six months one year or more, provided that the hiring party did not solicit such separation, or (ii) solicit or recruit generally in the media. This provision shall survive the expiration or termination of this agreement.
10. The parties hereto agree to abide by all applicable federal, state and local laws, including but not limited to, lobbying registration and reporting, gifts and entertainment, and other ethics laws and all rules and regulations issued in conjunction with such laws.
11. In the event of the Prime Contract award to Prime, the parties shall provide services and deliverables (including, where appropriate, support for each other) consistent with the commitments shown in the Proposal and in Exhibit A.
12. Provided that work requirements are available under the Prime Contract, including amendments and any subsequent related awards for Services as contemplated by Section 1, and subject to applicable laws and regulations and mutual agreement to the terms of a subcontract governing such services, Subcontractor shall be engaged by Prime to provide products and services of the nature and to the extent described in Exhibit A to this Agreement. Prime agrees to use all commercially reasonable efforts to secure approval of the Subcontract by Client in the event such approval is necessary.
13. This Agreement shall terminate upon the happening of the earliest of
  - a. Cancellation of the Request by Client;
  - b. Failure of Client to award the Prime Contract to Prime before the expiration of 180 days after the date of submission of the Proposal;
  - c. Execution of the Subcontract between Prime and Subcontractor;
  - d. Agreement of the parties hereto in writing to terminate this Agreement;
  - e. Notification by Prime to Subcontractor that Prime will not submit a proposal in response to the Request;
  - f. Determination by Deloitte Consulting that (i) a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or the Securities and Exchange Commission) or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render Deloitte Consulting's relationship with Company under this Agreement is illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change such that an attest client of Deloitte & Touche LLP or an affiliate of such attest client owns, directly or indirectly, 20% or more of the voting stock of Company or any of its affiliates; or
  - g. Commencement by a party of any case or proceeding for relief as debtor under the bankruptcy, insolvency or similar laws of any competent jurisdiction or consent by a party in writing to, or failure by a party to have dismissed or stayed within 60 days after commencement of, any such case or proceeding commenced against it.

provided, however, the provisions of Section 7 hereof shall continue in full force and effect and the provisions of Section 9 shall continue in full force and effect for the period stated therein.

14. In no event shall either party, its affiliates, agents or subcontractors, or any of their partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs,

expenses or losses (including, without limitation, lost profits and opportunity costs), nor shall they be liable for any claim or demand against the other by any third party. The provisions of this Section 15 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

15. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given upon the earlier of (a) delivery by facsimile or by hand, or (b) five calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below.

Deloitte Consulting LLP

Brandt Information Services

Attention of John Hugill

Attention of \_\_\_\_\_

Facsimile No. 850-521-4830

Facsimile No. \_\_\_\_\_

16. Either party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement, the Prime Contract, or the Subcontract shall obtain the written consent of the other party prior to the release of such publicity.
17. This Agreement or any right, obligation or interest hereunder shall not be assignable, transferable or otherwise alienable by either party or by operation of law or otherwise except with the prior written consent of the other party.
18. This Agreement shall be governed and construed pursuant to the laws of the State of New York, without giving effect to the choice of law principles thereof.
19. This Agreement constitutes the entire understanding of the parties hereto, and supersedes any and all prior written agreements, commitments, understandings or communications, in each case with respect to the subject matter of this Agreement, and any modification hereto shall be in writing and signed by both parties hereto.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed as of the day and year first-above written.

Deloitte Consulting LLP

Brandt Information Services

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: John Hugill

Name: John B. Thomas

Title: Principal

Title: CEO

**Exhibit A**

**Subcontractor will provide services to supplement Prime such as Data Conversion and Mapping; Integration with legacy system; and Labor market statistics and economic research. Specific services will be determined at time of contract award.**

## TEAMING AGREEMENT

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**THIS AGREEMENT** is made as of this 28th day of June 2010, by and between Deloitte Consulting LLP, a Delaware limited liability partnership ("Deloitte Consulting"), and CSG Government Solutions, an Illinois corporation ("Company").

State of Florida - Agency for Workforce Innovations (AWI) (hereinafter referred to as the "Client") has requested responses to a request for proposal (hereinafter referred to as the "Request"), for the purpose of Unemployment Insurance System Modernization (hereinafter referred to as the "Services") and the parties wish to combine their efforts to respond to the Request and further to enter into an agreement under which the parties will perform services pursuant to any contract awarded by Client.

This Agreement defines the rights and responsibilities of the parties hereto in connection with the foregoing.

1. The sole purpose of this Agreement is to submit a proposal to Client in response to the Request (hereinafter referred to as the "Proposal") and to receive a contract award from Client and to enter into an agreement with Client (hereinafter referred to as the "Prime Contract") to provide services as set forth in the Proposal and, in turn, to have Prime (as hereinafter defined) enter into a contract with Subcontractor (as hereinafter defined) to provide a portion of those Services of the nature and to the extent set forth in Exhibit A hereto. This Agreement relates only to the Proposal.

It is understood and agreed by the parties hereto that Deloitte shall be prime contractor (hereinafter referred to as the "Prime") and CSG shall be a subcontractor (hereinafter referred to as the "Subcontractor") under any contract to be awarded pursuant to the Proposal (including any subsequent and related awards for work). The parties hereto shall be deemed to be independent contractors, and the personnel of one shall not be deemed to be personnel of the other. Neither party shall act as the agent of the other, nor shall either party have the authority, or represent that it has the authority, to bind the other party.

Except as provided in this Agreement, neither party to this Agreement shall be precluded from participating in or contracting for any goods or services, including, without limitation, any goods or services, whether for governmental or non-governmental individuals or entities, which may arise in the general area of business related to the Proposal.

2. In an effort to achieve the objective set forth in the first sentence of Section 1 hereof, Prime and Subcontractor agree to cooperate fully with each other. Prime will furnish Subcontractor with a copy of the Request. Subcontractor's role as subcontractor, including, as applicable, participation in the management of work performed under the Prime Contract, shall be defined in the Proposal.
3. Subcontractor shall assist Prime in the preparation of the Proposal by supplying, in a timely fashion, such personnel, information (including, without limitation, all cost information), resumes and other materials as may be reasonably requested by Prime, including any and all exceptions Subcontractor may have to the terms and conditions of the Request (including any such terms and conditions identified in the Request as being required to be included in the Prime Contract).
4. Each of the parties hereto shall bear the costs of its own efforts for the preparation of the Proposal.
5. All communications with Client pertaining to the Request (and the Prime Contract) shall be made through Prime, unless otherwise expressly authorized by Prime. In the event that Subcontractor is called upon by Client concerning the Proposal, Subcontractor shall promptly notify Prime thereof. Any information submitted to Client in the response to or relating to the Request, concerning the services to be provided by Subcontractor shall not be submitted to Client without the approval of Subcontractor, which approval need not be in writing and shall be deemed to have been given by the cooperation of Subcontractor's personnel or agents in the preparation of those portions of the Proposal which concern the services to be provided by Subcontractor.

6. Subcontractor shall be available for consultation with Prime during any negotiations with Client regarding the Proposal and the Prime Contract, and shall promptly respond to Prime's requests for information in support of negotiations.
7. Each party ("Disclosing Party") may disclose to the other ("Recipient") certain proprietary and confidential information ("Information"). Information shall not include any third party proprietary or confidential information except when such third party information has been embedded in Deloitte Consulting tools and methodology.
  - a. Recipient agrees to maintain the Information of the Disclosing Party in confidence, using at least the same degree of care as it uses in maintaining as secret its own trade secret, confidential and proprietary information, but always at least a reasonable degree of care.
  - b. Disclosing Party agrees that Recipient shall have no obligation under the provisions of this Section 7 with respect to any Information which:
    1. is now or hereafter becomes publicly known other than through a breach hereof,
    2. is disclosed to Recipient by a third party that Recipient reasonably believes is legally entitled to disclose such information,
    3. is known by Recipient prior to its receipt of the Information without any obligation of confidentiality with respect thereto,
    4. is disclosed with the Disclosing Party's written consent,
    5. is disclosed by the Disclosing Party to a third party without the same or similar restrictions as set forth herein,
    6. is required to be disclosed by Recipient by a court of competent jurisdiction, administrative agency or governmental body, or by law, rule or regulation, or by applicable regulatory or professional standards, or
    7. is disclosed by Recipient in connection with any judicial or other legal proceeding involving the Services or this Agreement.
  - c. Recipient shall limit access to Information received from the Disclosing Party to only those personnel of Recipient who have need of such access for preparation of the Proposal and performance of any subsequently awarded Prime Contract or Subcontract as contemplated hereby.
  - d. Disclosing Party shall retain title to all forms of the Information, such as written documentation, delivered pursuant to this Agreement, and all copies thereof. Except as may be required for the preparation of the Proposal, Recipient shall not copy or reproduce, in whole or in part, any Information or summarize or make extracts of Information without written authorization of Disclosing Party.
  - e. Information shall be used by Recipient only for purposes of fulfilling its obligations under this Agreement and any Prime Contract or Subcontract. Without limiting the immediately preceding sentence, Information shall not be used by Recipient to invent, create, modify, adapt or manufacture any hardware or software or other products or services which would or could compete with or be used in lieu of the Disclosing Party's hardware or software or other products or services, whether under the Subcontract or otherwise.
  - f. Except as expressly provided in this Agreement, Disclosing Party grants no license, right or interest to Recipient under any copyrights, patents, trademarks, trade secrets or other property rights of Disclosing Party by reason of the disclosure of the Information.
  - g. Upon termination of this Agreement or on written request of Disclosing Party, Recipient shall promptly return or destroy all tangible Information and copies thereof, except that the Recipient may retain one copy of such Information as part of its workpapers in accordance with applicable professional standards.
8. Except with the consent of the other party, which consent shall not be unreasonably withheld, during the term of this Agreement, the parties shall not actively participate in efforts with third parties that are competitive with efforts under this Agreement or compete independently for work covered by the Request. The term "actively participate" includes, without limitation, the interchange of technical data with third parties and the making

available, allowing the use of, or offering the use of services of a party's personnel, in each case to prepare a proposal with a third party in response to the Request or to provide the Services or any portion thereof. Notwithstanding the foregoing, Subcontractor expressly understands and agrees that (i) Prime may enter into agreements with other individuals or entities under which such other individuals or entities would provide products and services under the Prime Contract, and (ii) this Agreement shall not be construed as precluding either party from selling its standard commercially available products to competing bidders.

9. Unless otherwise agreed to in writing by the parties hereto, both parties hereto agree that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, each party agrees that its personnel (in their capacity as such) who had direct and substantive contact in the course of the Proposal efforts with personnel of the other party shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. This Section 9 shall not restrict the right of either party to (i) solicit the employment of personnel of the other party after such personnel have separated or have been separated from the service of such party for a period of six months or more, provided that the hiring party did not solicit such separation, or (ii) solicit or recruit generally in the media.
10. The parties hereto agree to abide by all applicable federal, state and local laws, including but not limited to, lobbying registration and reporting, gifts and entertainment, and other ethics laws and all rules and regulations issued in conjunction with such laws.
11. In the event of the Prime Contract award to Prime, the parties shall provide services and deliverables (including, where appropriate, support for each other) consistent with the commitments shown in the Proposal and in Exhibit A.
12. Provided that work requirements are available under the Prime Contract, including amendments and any subsequent related awards for Services as contemplated by Section 1, and subject to applicable laws and regulations and mutual agreement to the terms of a subcontract governing such services, Subcontractor shall be engaged by Prime to provide products and services of the nature and to the extent described in Exhibit A to this Agreement. Prime agrees to use all commercially reasonable efforts to secure approval of the Subcontract by Client in the event such approval is necessary.
13. This Agreement shall terminate upon the happening of the earliest of
  - a. Cancellation of the Request by Client;
  - b. Failure of Client to award the Prime Contract to Prime before the expiration of 1 year after the date of submission of the Proposal;
  - c. Execution of the Subcontract between Prime and Subcontractor;
  - d. Agreement of the parties hereto in writing to terminate this Agreement;
  - e. Notification by Prime to Subcontractor that Prime will not submit a proposal in response to the Request;
  - f. Determination by Deloitte Consulting that (i) a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or the Securities and Exchange Commission) or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render Deloitte Consulting's relationship with Company under this Agreement is illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change such that an attest client of Deloitte & Touche LLP or an affiliate of such attest client owns, directly or indirectly, 20% or more of the voting stock of Company or any of its affiliates; or
  - g. Commencement by a party of any case or proceeding for relief as debtor under the bankruptcy, insolvency or similar laws of any competent jurisdiction or consent by a party in writing to, or failure by a party to have dismissed or stayed within 60 days after commencement of, any such case or proceeding commenced against it.

provided, however, the provisions of Section 7 hereof shall continue in full force and effect and the provisions of Section 9 shall continue in full force and effect for the period stated therein.



14. In no event shall either party, its affiliates, agents or subcontractors, or any of their partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs), nor shall they be liable for any claim or demand against the other by any third party. The provisions of this Section 15 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.
15. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given upon the earlier of (a) delivery by facsimile or by hand, or (b) five calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below.

Deloitte Consulting LLP

CSG Government Solutions

Attention of David Minkkinen

Attention of Tim Lenning

Facsimile No. (612) 692-4608

Facsimile No. (312) 938-2191

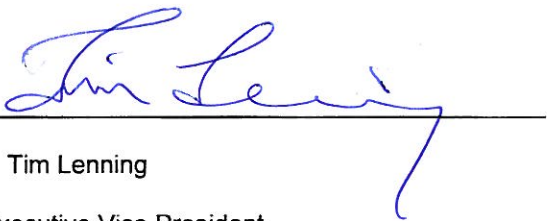
16. Either party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement, the Prime Contract, or the Subcontract shall obtain the written consent of the other party prior to the release of such publicity.
17. This Agreement or any right, obligation or interest hereunder shall not be assignable, transferable or otherwise alienable by either party or by operation of law or otherwise except with the prior written consent of the other party.
18. This Agreement shall be governed and construed pursuant to the laws of the State of New York, without giving effect to the choice of law principles thereof.
19. This Agreement constitutes the entire understanding of the parties hereto, and supersedes any and all prior written agreements, commitments, understandings or communications, in each case with respect to the subject matter of this Agreement, and any modification hereto shall be in writing and signed by both parties hereto.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed as of the day and year first-above written.

**Deloitte Consulting LLP**

**CSG Government Solutions**

By: 

By: 

Name: David Minkkinen

Name: Tim Lenning

Title: Principal

Title: Executive Vice President

**EXHIBIT A**

This Exhibit A to the Teaming Agreement sets out the anticipated Statement of Work, including rates/cost, schedules, key personnel, and other pertinent information relative to Subcontractor’s role on the Project, as presently contemplated by the parties. In that regard, it is anticipated that Subcontractor will perform the following functions and scope:

The Subcontractor’s scope of work will be 5 to 10 percent of the project’s professional services effort (as measured in hours and billings).

The Subcontractor’s scope of work to meet the percentage range identified in the preceding paragraph may include system requirements and design, testing, organizational change/training, and development activities. Other scope of work activities may also be included. Where applicable, scope of work services will include completion of a number of fixed price deliverables to be approved by the Client.

If the Subcontractor and Deloitte cannot agree upon a fixed price scope of work prior to proposal submission, Subcontractor will provide services at the agreed upon time and materials rates based on project roles, as described in the matrix below. These rates include all travel-related and Deloitte vendor portal expenses.

Subcontractor will provide schedules, identify key personnel, and provide other pertinent information during the proposal process.

Time and Materials Rates/Roles Matrix:

<b>CSG Role / Resource</b>	<b>Min. Years Experience</b>	<b>Time and Materials Rate</b>
Senior UI Business Analyst / Org Change -- Connie Carter	10	\$205
Senior UI Business Analyst – Jeff Rhodes	10	\$205
Business Analyst – Seth Tezyk, TBD	5	\$168
Functional Analyst – TBD	3	\$156
Application Architect - TBD	5	\$174



## TEAMING AGREEMENT

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**THIS AGREEMENT** is made as of this fourth day of June 2010, by and between Deloitte Consulting LLP, a Delaware limited liability partnership ("Deloitte Consulting"), and Image API, Inc., a Florida corporation ("Company").

The Florida Agency for Workforce Innovation (hereinafter referred to as the "Client") has requested responses to an Invitation to Negotiate (hereinafter referred to as the "Request"), for the purpose of replacing its Unemployment Compensation Claims and Benefits Information System (hereinafter referred to as the "Services") and the parties wish to combine their efforts to respond to the Request and further to enter into an agreement under which the parties will perform services pursuant to any contract awarded by Client.

This Agreement defines the rights and responsibilities of the parties hereto in connection with the foregoing.

1. The sole purpose of this Agreement is to submit a proposal to Client in response to the Request (hereinafter referred to as the "Proposal") and to receive a contract award from Client and to enter into an agreement with Client (hereinafter referred to as the "Prime Contract") to provide services as set forth in the Proposal and, in turn, to have Prime (as hereinafter defined) enter into a contract with Subcontractor (as hereinafter defined) to provide a portion of those Services of the nature and to the extent set forth in Exhibit A hereto. This Agreement relates only to the Proposal.

It is understood and agreed by the parties hereto that Deloitte Consulting shall be prime contractor (hereinafter referred to as the "Prime") and ImageAPI, Inc. shall be a subcontractor (hereinafter referred to as the "Subcontractor") under any contract to be awarded pursuant to the Proposal (including any subsequent and related awards for work). The parties hereto shall be deemed to be independent contractors, and the personnel of one shall not be deemed to be personnel of the other. Neither party shall act as the agent of the other, nor shall either party have the authority, or represent that it has the authority, to bind the other party.

Except as provided in this Agreement, neither party to this Agreement shall be precluded from participating in or contracting for any goods or services, including, without limitation, any goods or services, whether for governmental or non-governmental individuals or entities, which may arise in the general area of business related to the Proposal.

2. In an effort to achieve the objective set forth in the first sentence of Section 1 hereof, Prime and Subcontractor agree to cooperate fully with each other. Prime will furnish Subcontractor with a copy of the Request. Subcontractor's role as subcontractor, including, as applicable, participation in the management of work performed under the Prime Contract, shall be defined in the Proposal.
3. Subcontractor shall assist Prime in the preparation of the Proposal by supplying, in a timely fashion, such personnel, information (including, without limitation, all cost information), resumes and other materials as may be reasonably requested by Prime, including any and all exceptions Subcontractor may have to the terms and conditions of the Request (including any such terms and conditions identified in the Request as being required to be included in the Prime Contract).
4. Each of the parties hereto shall bear the costs of its own efforts for the preparation of the Proposal.
5. All communications with Client pertaining to the Request (and the Prime Contract) shall be made through Prime, unless otherwise expressly authorized by Prime. In the event that Subcontractor is called upon by Client concerning the Proposal, Subcontractor shall promptly notify Prime thereof. Any information submitted to Client in the response to or relating to the Request, concerning the services to be provided by Subcontractor shall not be submitted to Client without the approval of Subcontractor, which approval need not be in writing and shall be deemed to have been given by the cooperation of Subcontractor's personnel or agents in the preparation of those portions of the Proposal which concern the services to be provided by Subcontractor.

6. Subcontractor shall be available for consultation with Prime during any negotiations with Client regarding the Proposal and the Prime Contract, and shall promptly respond to Prime's requests for information in support of negotiations.
7. Each party ("Disclosing Party") may disclose to the other ("Recipient") certain proprietary and confidential information ("Information"). Information shall not include any third party proprietary or confidential information except when such third party information has been embedded in Deloitte Consulting tools and methodology.
  - a. Recipient agrees to maintain the Information of the Disclosing Party in confidence, using at least the same degree of care as it uses in maintaining as secret its own trade secret, confidential and proprietary information, but always at least a reasonable degree of care.
  - b. Disclosing Party agrees that Recipient shall have no obligation under the provisions of this Section 7 with respect to any Information which:
    1. is now or hereafter becomes publicly known other than through a breach hereof,
    2. is disclosed to Recipient by a third party that Recipient reasonably believes is legally entitled to disclose such information,
    3. is known by Recipient prior to its receipt of the Information without any obligation of confidentiality with respect thereto,
    4. is disclosed with the Disclosing Party's written consent,
    5. is disclosed by the Disclosing Party to a third party without the same or similar restrictions as set forth herein,
    6. is required to be disclosed by Recipient by a court of competent jurisdiction, administrative agency or governmental body, or by law, rule or regulation, or by applicable regulatory or professional standards, or
    7. is disclosed by Recipient in connection with any judicial or other legal proceeding involving the Services or this Agreement.
  - c. Recipient shall limit access to Information received from the Disclosing Party to only those personnel of Recipient who have need of such access for preparation of the Proposal and performance of any subsequently awarded Prime Contract or Subcontract as contemplated hereby.
  - d. Disclosing Party shall retain title to all forms of the Information, such as written documentation, delivered pursuant to this Agreement, and all copies thereof. Except as may be required for the preparation of the Proposal, Recipient shall not copy or reproduce, in whole or in part, any Information or summarize or make extracts of Information without written authorization of Disclosing Party.
  - e. Information shall be used by Recipient only for purposes of fulfilling its obligations under this Agreement and any Prime Contract or Subcontract. Without limiting the immediately preceding sentence, Information shall not be used by Recipient to invent, create, modify, adapt or manufacture any hardware or software or other products or services which would or could compete with or be used in lieu of the Disclosing Party's hardware or software or other products or services, whether under the Subcontract or otherwise.
  - f. Except as expressly provided in this Agreement, Disclosing Party grants no license, right or interest to Recipient under any copyrights, patents, trademarks, trade secrets or other property rights of Disclosing Party by reason of the disclosure of the Information.
  - g. Upon termination of this Agreement or on written request of Disclosing Party, Recipient shall promptly return or destroy all tangible Information and copies thereof, except that the Recipient may retain one copy of such Information as part of its workpapers in accordance with applicable professional standards.
8. Subcontractor expressly understands and agrees that (i) Prime may enter into agreements with other individuals or entities under which such other individuals or entities would provide products and non competing services under the Prime Contract, and (ii) this Agreement shall not be construed as precluding

either party from selling its standard commercially available products and services related to installation of those products to competing bidders.

9. Unless otherwise agreed to in writing by the parties hereto, both parties hereto agree that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, each party agrees that its personnel (in their capacity a such) who had direct and substantive contact in the course of the Proposal efforts with personnel of the other party shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. This Section 9 shall not restrict the right of either party to (i) solicit the employment of personnel of the other party after such personnel have separated or have been separated from the service of such party for a period of six months or more, provided that the hiring party did not solicit such separation, or (ii) solicit or recruit generally in the media.
10. The parties hereto agree to abide by all applicable federal, state and local laws, including but not limited to, lobbying registration and reporting, gifts and entertainment, and other ethics laws and all rules and regulations issued in conjunction with such laws.
11. In the event of the Prime Contract award to Prime, the parties shall provide services and deliverables (including, where appropriate, support for each other) consistent with the commitments shown in the Proposal and in Exhibit A.
12. Provided that work requirements are available under the Prime Contract, including amendments and any subsequent related awards for Services as contemplated by Section 1, and subject to applicable laws and regulations and mutual agreement to the terms of a subcontract governing such services, Subcontractor shall be engaged by Prime to provide products and services of the nature and to the extent described in Exhibit A to this Agreement. Prime agrees to use all commercially reasonable efforts to secure approval of the Subcontract by Client in the event such approval is necessary.
13. This Agreement shall terminate upon the happening of the earliest of
  - a. Cancellation of the Request by Client;
  - b. Failure of Client to award the Prime Contract to Prime before the expiration of 180 days after the date of submission of the Proposal;
  - c. Execution of the Subcontract between Prime and Subcontractor;
  - d. Agreement of the parties hereto in writing to terminate this Agreement;
  - e. Notification by Prime to Subcontractor that Prime will not submit a proposal in response to the Request;
  - f. Determination by Deloitte Consulting that (i) a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or the Securities and Exchange Commission) or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render Deloitte Consulting's relationship with Company under this Agreement is illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change such that an attest client of Deloitte & Touche LLP or an affiliate of such attest client owns, directly or indirectly, 20% or more of the voting stock of Company or any of its affiliates; or
  - g. Commencement by a party of any case or proceeding for relief as debtor under the bankruptcy, insolvency or similar laws of any competent jurisdiction or consent by a party in writing to, or failure by a party to have dismissed or stayed within 60 days after commencement of, any such case or proceeding commenced against it.

provided, however, the provisions of Section 7 hereof shall continue in full force and effect and the provisions of Section 9 shall continue in full force and effect for the period stated therein.

14. In no event shall either party, its affiliates, agents or subcontractors, or any of their partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs), nor shall they be

liable for any claim or demand against the other by any third party. The provisions of this Section 15 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

15. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given upon the earlier of (a) delivery by facsimile or by hand, or (b) five calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below.

Deloitte Consulting LLP

ImageAPI, Inc.

Attention of JOHN HUGILL

Attention of Kristy Davis

Facsimile No. 404.890.9556

Facsimile No. 850.224.3367

16. Either party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement, the Prime Contract, or the Subcontract shall obtain the written consent of the other party prior to the release of such publicity.
17. This Agreement or any right, obligation or interest hereunder shall not be assignable, transferable or otherwise alienable by either party or by operation of law or otherwise except with the prior written consent of the other party.
18. This Agreement shall be governed and construed pursuant to the laws of the State of New York, without giving effect to the choice of law principles thereof.
19. This Agreement constitutes the entire understanding of the parties hereto, and supersedes any and all prior written agreements, commitments, understandings or communications, in each case with respect to the subject matter of this Agreement, and any modification hereto shall be in writing and signed by both parties hereto.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed as of the day and year first-above written.

Deloitte Consulting LLP

ImageAPI, Inc.

By: [Signature]  
Name: JOHN HUGILL  
Title: PRINCIPAL

By: [Signature]  
Name: Kristine A. Davis  
Title: CFO

## Exhibit A

Provide back office conversion services and other implementation services such as data migration required to implement the document management solution. Final scope of services will be mutually agreed upon once the Agency's scope is determined and negotiated. This scope will be documented in a subcontract executed by both parties.

## TEAMING AGREEMENT

---

**THIS AGREEMENT** is made as of this \_ day of March 2010, by and between Deloitte Consulting LLP, a Delaware limited liability partnership ("Deloitte Consulting"), and Isocorp, a Florida corporation ("Company").

The Florida Agency for Workforce Innovation (hereinafter referred to as the "Client") is preparing to request responses to an Invitation to Negotiate (hereinafter referred to as the "Request"), for the purpose of Unemployment Compensation System Replacement (hereinafter referred to as the "Services") and the parties wish to combine their efforts to respond to the Request and further to enter into an agreement under which the parties will perform services pursuant to any contract awarded by Client.

This Agreement defines the rights and responsibilities of the parties hereto in connection with the foregoing.

1. The sole purpose of this Agreement is to submit a proposal to Client in response to the Request (hereinafter referred to as the "Proposal") and to receive a contract award from Client and to enter into an agreement with Client (hereinafter referred to as the "Prime Contract") to provide services as set forth in the Proposal and, in turn, to have Prime (as hereinafter defined) enter into a contract with Subcontractor (as hereinafter defined) to provide a portion of those Services of the nature and to the extent set forth in Exhibit A hereto. This Agreement relates only to the Proposal.

It is understood and agreed by the parties hereto that Deloitte Consulting shall be prime contractor (hereinafter referred to as the "Prime") and Isocorp shall be a subcontractor (hereinafter referred to as the "Subcontractor") under any contract to be awarded pursuant to the Proposal (including any subsequent and related awards for work). The parties hereto shall be deemed to be independent contractors, and the personnel of one shall not be deemed to be personnel of the other. Neither party shall act as the agent of the other, nor shall either party have the authority, or represent that it has the authority, to bind the other party.

Except as provided in this Agreement, neither party to this Agreement shall be precluded from participating in or contracting for any goods or services, including, without limitation, any goods or services, whether for governmental or non-governmental individuals or entities, which may arise in the general area of business related to the Proposal.

2. In an effort to achieve the objective set forth in the first sentence of Section 1 hereof, Prime and Subcontractor agree to cooperate fully with each other. Prime will furnish Subcontractor with a copy of the Request. Subcontractor's role as subcontractor, including, as applicable, participation in the management of work performed under the Prime Contract, shall be defined in the Proposal.
3. Subcontractor shall assist Prime in the preparation of the Proposal by supplying, in a timely fashion, such personnel, information (including, without limitation, all cost information), resumes and other materials as may be reasonably requested by Prime, including any and all exceptions Subcontractor may have to the terms and conditions of the Request (including any such terms and conditions identified in the Request as being required to be included in the Prime Contract).
4. Each of the parties hereto shall bear the costs of its own efforts for the preparation of the Proposal.
5. All communications with Client pertaining to the Request (and the Prime Contract) shall be made through Prime, unless otherwise expressly authorized by Prime. In the event that Subcontractor is called upon by Client concerning the Proposal, Subcontractor shall promptly notify Prime thereof. Any information submitted to Client in the response to or relating to the Request, concerning the services to be provided by Subcontractor shall not be submitted to Client without the approval of Subcontractor, which approval need not be in writing and shall be deemed to have been given by the cooperation of Subcontractor's personnel or agents in the preparation of those portions of the Proposal which concern the services to be provided by Subcontractor.

6. Subcontractor shall be available for consultation with Prime during any negotiations with Client regarding the Proposal and the Prime Contract, and shall promptly respond to Prime's requests for information in support of negotiations.
7. Each party ("Disclosing Party") may disclose to the other ("Recipient") certain proprietary and confidential information ("Information"). Information shall not include any third party proprietary or confidential information except when such third party information has been embedded in Deloitte Consulting tools and methodology.
  - a. Recipient agrees to maintain the Information of the Disclosing Party in confidence, using at least the same degree of care as it uses in maintaining as secret its own trade secret, confidential and proprietary information, but always at least a reasonable degree of care.
  - b. Disclosing Party agrees that Recipient shall have no obligation under the provisions of this Section 7 with respect to any Information which:
    1. is now or hereafter becomes publicly known other than through a breach hereof,
    2. is disclosed to Recipient by a third party that Recipient reasonably believes is legally entitled to disclose such information,
    3. is known by Recipient prior to its receipt of the Information without any obligation of confidentiality with respect thereto,
    4. is disclosed with the Disclosing Party's written consent,
    5. is disclosed by the Disclosing Party to a third party without the same or similar restrictions as set forth herein,
    6. is required to be disclosed by Recipient by a court of competent jurisdiction, administrative agency or governmental body, or by law, rule or regulation, or by applicable regulatory or professional standards, or
    7. is disclosed by Recipient in connection with any judicial or other legal proceeding involving the Services or this Agreement.
  - c. Recipient shall limit access to Information received from the Disclosing Party to only those personnel of Recipient who have need of such access for preparation of the Proposal and performance of any subsequently awarded Prime Contract or Subcontract as contemplated hereby.
  - d. Disclosing Party shall retain title to all forms of the Information, such as written documentation, delivered pursuant to this Agreement, and all copies thereof. Except as may be required for the preparation of the Proposal, Recipient shall not copy or reproduce, in whole or in part, any Information or summarize or make extracts of Information without written authorization of Disclosing Party.
  - e. Information shall be used by Recipient only for purposes of fulfilling its obligations under this Agreement and any Prime Contract or Subcontract. Without limiting the immediately preceding sentence, Information shall not be used by Recipient to invent, create, modify, adapt or manufacture any hardware or software or other products or services which would or could compete with or be used in lieu of the Disclosing Party's hardware or software or other products or services, whether under the Subcontract or otherwise.
  - f. Except as expressly provided in this Agreement, Disclosing Party grants no license, right or interest to Recipient under any copyrights, patents, trademarks, trade secrets or other property rights of Disclosing Party by reason of the disclosure of the Information.
  - g. Upon termination of this Agreement or on written request of Disclosing Party, Recipient shall promptly return or destroy all tangible Information and copies thereof, except that the Recipient may retain one copy of such Information as part of its workpapers in accordance with applicable professional standards.
8. Subcontractor agrees it shall not actively participate in efforts with third parties that are competitive with efforts under this Agreement or compete independently for work covered by the Request. The term "actively participate" includes, without limitation, the interchange of technical data with third parties and the making

available, allowing the use of, or offering the use of services of a party's personnel, in each case to prepare a proposal with a third party in response to the Request or to provide the Services or any portion thereof. Notwithstanding the foregoing, Subcontractor expressly understands and agrees that (i) Prime may enter into agreements with other individuals or entities under which such other individuals or entities would provide products and services under the Prime Contract, and (ii) this Agreement shall not be construed as precluding either party from selling its standard commercially available products to competing bidders.

9. Unless otherwise agreed to in writing by the parties hereto, both parties hereto agree that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, each party agrees that its personnel (in their capacity as such) who had direct and substantive contact in the course of the Proposal efforts with personnel of the other party shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. This Section 9 shall not restrict the right of either party to (i) solicit the employment of personnel of the other party after such personnel have separated or have been separated from the service of such party for a period of six months or more, provided that the hiring party did not solicit such separation, or (ii) solicit or recruit generally in the media.
10. The parties hereto agree to abide by all applicable federal, state and local laws, including but not limited to, lobbying registration and reporting, gifts and entertainment, and other ethics laws and all rules and regulations issued in conjunction with such laws.
11. In the event of the Prime Contract award to Prime, the parties shall provide services and deliverables (including, where appropriate, support for each other) consistent with the commitments shown in the Proposal and in Exhibit A.
12. Provided that work requirements are available under the Prime Contract, including amendments and any subsequent related awards for Services as contemplated by Section 1, and subject to applicable laws and regulations and mutual agreement to the terms of a subcontract governing such services, Subcontractor shall be engaged by Prime to provide products and services of the nature and to the extent described in Exhibit A to this Agreement. Prime agrees to use all commercially reasonable efforts to secure approval of the Subcontract by Client in the event such approval is necessary.
13. This Agreement shall terminate upon the happening of the earliest of
  - a. Cancellation of the Request by Client;
  - b. Failure of Client to award the Prime Contract to Prime before the expiration of 180 days after the date of submission of the Proposal;
  - c. Execution of the Subcontract between Prime and Subcontractor;
  - d. Agreement of the parties hereto in writing to terminate this Agreement;
  - e. Notification by Prime to Subcontractor that Prime will not submit a proposal in response to the Request;
  - f. Determination by Deloitte Consulting that (i) a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or the Securities and Exchange Commission) or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render Deloitte Consulting's relationship with Company under this Agreement is illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change such that an attest client of Deloitte & Touche LLP or an affiliate of such attest client owns, directly or indirectly, 20% or more of the voting stock of Company or any of its affiliates; or
  - g. Commencement by a party of any case or proceeding for relief as debtor under the bankruptcy, insolvency or similar laws of any competent jurisdiction or consent by a party in writing to, or failure by a party to have dismissed or stayed within 60 days after commencement of, any such case or proceeding commenced against it.

provided, however, the provisions of Section 7 hereof shall continue in full force and effect and the provisions of Section 9 shall continue in full force and effect for the period stated therein.



14. In no event shall either party, its affiliates, agents or subcontractors, or any of their partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs), nor shall they be liable for any claim or demand against the other by any third party. The provisions of this Section 15 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.
15. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given upon the earlier of (a) delivery by facsimile or by hand, or (b) five calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below.

Deloitte Consulting LLP

Isocorp

Attention of John Hugill

Attention of Tom Doughty

Facsimile No. (404) 890. 9556

Facsimile No. (850) 222-8092

16. Either party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement, the Prime Contract, or the Subcontract shall obtain the written consent of the other party prior to the release of such publicity.
17. This Agreement or any right, obligation or interest hereunder shall not be assignable, transferable or otherwise alienable by either party or by operation of law or otherwise except with the prior written consent of the other party.
18. This Agreement shall be governed and construed pursuant to the laws of the State of New York, without giving effect to the choice of law principles thereof.
19. This Agreement constitutes the entire understanding of the parties hereto, and supersedes any and all prior written agreements, commitments, understandings or communications, in each case with respect to the subject matter of this Agreement, and any modification hereto shall be in writing and signed by both parties hereto.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed as of the day and year first-above written.

**Deloitte Consulting LLP**

**Isocorp**

By: \_\_\_\_\_

Name: JOHN HUGILL

Title: PRINCIPAL

By: \_\_\_\_\_

Name: Tom Doughty

Title: Executive Vice President

**Exhibit A**

*Contractor shall provide qualified resources to support Design, Development, Testing, Implementation, Architecture, & Infrastructure as required.*