

Ultimate Kronos Group
900 Chelmsford Street
Lowell, MA 01851
T: 978-250-9800
ukg.com



June 29, 2022

VIA ELECTRONIC MAIL

Attorney Kyle Benda
kbenda@hernandocounty.us

Re: Settlement Agreement and Release By and Between Hernando County Fire Rescue ("Hernando County") and UKG Inc. ("UKG")

Attorney Benda:

This letter agreement ("Agreement") confirms the understanding between Hernando County and UKG for the compromise, resolution and settlement of certain matters in controversy between them. Therefore, in consideration of the mutual covenants herein contained, Hernando County and UKG agree as follows:

I.

The 2023 Annual In Advance invoices for Telestaff and Workforce Ready subject to the OMNIA Contract 18220 will be terminated as of the date of last signature to this Agreement. No further payments will be due to UKG from Hernando County under the OMNIA Contract.

II.

Hernando County agrees to release UKG and its subsidiaries, affiliates, divisions, directors, officers, employees, parents, successors and assigns from any and all actions, causes of actions, suits, debts and claims whatsoever, at law or in equity, which either party now has, ever had, or may hereafter have, whether known or unknown, arising out of or in any way connected with or incident to any dealings between Hernando County and UKG relating to any and all products delivered, services performed and/or representations made with respect to the Support Services Quotes, the OMNIA Contract 18220 as well as for anything related to or arising from the security event of December 11, 2021 involving the Kronos Private Cloud.

UKG agrees to release Hernando County and its subsidiaries, affiliates, divisions, partners, directors, officers, employees, parents, successors and assigns from any and all actions, causes of action, suits, debts and claims whatsoever, at law or in equity, which either party now has, ever had, or may hereafter have, whether known or unknown, arising out of or in any way connected with or incident to any dealings between Hernando County and UKG relating to any and all products delivered, services performed and/or representations made with respect to the Support Services Quotes, the OMNIA Contract 18220 as well as for anything related to or arising from the security event of December 11, 2021 involving the Kronos Private Cloud.

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III.

It is understood that this Agreement is a compromise of doubtful and disputed claims between the parties and that the consideration given for this Agreement is not to be construed as an admission of liability on the part of either party or used as such an admission by either party against the other, as such liability is expressly denied.

IV.

The parties agree that the terms of this Agreement are to be held in strict confidence and not disclosed to any third party whatsoever, except as required by law or except as may be necessary to Hernando County's accountants, auditors, governing board, management, or its partners.

If the foregoing correctly sets forth our understanding, please have an authorized officer of Hernando County execute this letter and return to UKG. Upon receipt of the counter-executed Agreement, immediate arrangements will be made if necessary to implement this Agreement.

Very truly yours,

UKG Inc.

AGREED TO AND ACCEPTED Hernando County, a political subdivision of the State of Florida:

Sheryl Berkowitz
Senior Corporate Counsel

Date: July 29, 2022

By: _____
(Signature)

Name:

Title:

Date: _____

