

UKG INC.**MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement is made as of Sep 9, 2022 by and between UKG Inc., a Delaware corporation, having a business address at 2000 Ultimate Way, Weston, Florida 33326, on behalf of itself, and any of its direct or indirect subsidiaries, including but not limited to Kronos Incorporated, a Massachusetts corporation (hereinafter collectively referred to as "UKG") and Florida Housing Finance Corporation, a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301. .

WITNESSETH

WHEREAS, this MUTUAL NON-DISCLOSURE AGREEMENT is intended to bind both parties so that references to Owner means both UKG and Florida Housing Finance Corporation and references to Recipient means both UKG and Florida Housing Finance Corporation; and

WHEREAS, Owner owns certain confidential and proprietary information; and

WHEREAS, to further the business relationship between Owner and Recipient, it is necessary and desirable that Owner disclose or otherwise make available to Recipient certain of such information.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth below, the parties hereto agree as follows:

1. As used herein, and to the extent allowable under Chapter 119, Florida Statutes, " Confidential Information" shall mean any and all financial, technical, proprietary, and other information including, but not limited to, books, charts, records, documents, computer material or records, reports and surveys which is disclosed by Owner to Recipient in any form, manner or media which the Owner designates as confidential or which under the circumstances surrounding disclosure ought to be treated as confidential, or would be reasonably obvious to the Recipient to constitute confidential information because of legends or other markings, by the circumstances of disclosure, or the nature of the information itself, including, without limitation, past, current, future or proposed hardware or software products, components thereof or improvements thereto; business forecasts and procurement requirements of Owner; marketing strategies, pricing, customer lists, financial results, plans, requirements, processes and technology relating to the foregoing products, components or improvements, the research and development activities of Owner; and computer programs, source code, data files, design, layout and associated documentation of Owner.

2. Recipient shall not, and agrees not to disclose Owner's Confidential Information to any third party and shall use reasonable efforts to prevent inadvertent disclosure of Owner's Confidential Information to any third party. In the event of inadvertent disclosure, Recipient shall notify Owner immediately and cooperate to prevent any further unauthorized use or disclosure of the Confidential Information.

3. Recipient shall hold Owner's Confidential Information in trust and confidence and shall use it exclusively for the benefit of Owner and shall circulate it only to Recipient's employees who have a "need to know" such Confidential Information solely in order to accomplish the following purpose:

- (a) evaluation of the Confidential Information for purposes of a future transaction;
- (b) negotiations, discussions and consultations with personnel or authorized representatives of Owner;
- (c) supplying Owner with goods or services at Owner's order;
- (d) preparing bids, estimates and proposals for submission to Owner; and
- (e) any purpose Owner may hereafter authorize in writing.

4. The obligations of paragraphs 2 and 3 hereof shall not apply to any particular portion of the Confidential Information when the Recipient can prove by documentation reasonably acceptable to Owner that the Confidential Information:

- (a) was in the public domain at the time of Owner's communication thereof to Recipient;
- (b) entered the public domain through no fault or action of the Recipient subsequent to the time of Owner's communication thereof to Recipient;
- (c) was already in Recipient's possession free of an obligation of confidence at the time of Owner's communication thereof to Recipient;
- (d) was rightfully communicated to Recipient by a third party free of any obligation of confidence subsequent to the time of Owner's communication thereof to Recipient; or
- (e) was developed by employees or agents of Recipient independent of and without any reference to any Confidential Information or other information that Owner has disclosed in confidence to any third party.

5. All form, materials or media of the Confidential Information, including, without limitation, disks, tapes, documents, drawings, models, designs and lists furnished by Owner to Recipient shall remain the property of Owner and shall be returned to Owner promptly, or destroyed, at Owner's option and request, together with all copies made thereof. Upon Owner's written request, the Recipient shall deliver to Owner written certification of such delivery, or destruction, of all the Confidential Information.

6. Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature. In the event the Confidential Information must be disclosed pursuant to Florida Statutes, a valid order of a court or other governmental agency having jurisdiction over same, the Recipient shall provide written notice of such order to the Owner prior to such disclosure (to the extent lawfully permitted), and, at the Owner's request and expense, cooperate with the Owner in any efforts to limit or contest such disclosure.

7. Recipient shall not acquire any intellectual property rights or any other rights under this Agreement except the limited right to use set out in paragraph 3 above and no rights or obligations other than those expressly recited herein are to be implied from this Agreement.

8. Recipient acknowledges that any source code, customer lists or data of the Owner's customer is Confidential Information, and under no circumstances may be used in any manner by Recipient other than as specifically agreed to by Owner in writing and may not be disclosed, transmitted or provided to others for any reason whatsoever.

9. Each party to this Agreement agrees to comply fully with all relevant export laws and regulations of the United States to assure that no Confidential Information or any portion thereof is exported, directly or indirectly, in violation of the United States law.

10. It is agreed that the unauthorized use or disclosure of any Confidential Information by Recipient in violation of this Agreement may cause severe and irreparable damage to Owner. In the event of any violation of this Agreement, Recipient agrees that Owner shall be authorized and entitled to seek from any court of competent jurisdiction preliminary and/or permanent injunctive relief, as well as any other relief permitted by applicable law.

11. This Agreement shall be construed in accordance with the laws of the State of Florida. Any claim, action or lawsuit regarding this Agreement or for breach thereof shall have jurisdiction and venue in a state or federal court of competent jurisdiction in Leon County, Florida and each party hereby submits to the personal jurisdiction thereof. Each party waives any objection to the exercise of such jurisdiction.

12. Neither party may assign this Agreement without the prior written consent of the other party.

13. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

14. This Agreement may not be amended except by written agreement signed by authorized representatives of both parties.

15. Either party may terminate this Agreement by giving thirty (30) days' advance written notice to the other party, and such termination shall be effective thirty (30) days after the giving of such notice, provided however each party's obligation to maintain the confidentiality of the Confidential Information disclosed pursuant to this Agreement shall survive for a period of five (5) years from termination of this Agreement, except that personally identifiable information of an individual and trade secrets of Owner, shall survive

in perpetuity.

16. This Agreement may be executed in counterparts, and may be delivered by facsimile or electronic mail, each of which will constitute an original but all such counterparts shall together constitute one and the same instrument.

17. The Effective Date of this Agreement shall be the date that the last signature is affixed below.

WHEREFORE, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

UKG Inc

Florida Housing Finance Corporation

By:



By:



hugh.brown@floridahousing.org

Name: Christopher Todd

Name: Hugh R. Brown

Title: President

Title: General Counsel

Date: Sep 9, 2022

Date: Sep 9, 2022

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	Revision	ID
UKG NDA_US	2	631b2cf189c95b4d22be6722

Contract signed by:

Hugh Brown
General Counsel,
FHFC

Signer ID: hugh.brown@floridahousing.org
Email: hugh.brown@floridahousing.org

Date / Time: Sep 9, 2022 at 5:00 PM GMT

IP Address: 73.118.77.250

User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/105.0.0.0 Safari/537.36 Edg/105.0.1343.27

Completed by all parties on:
Sep 9, 2022 at 5:00 PM GMT