

AMENDMENT 1

STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES STATE TERM CONTRACT NUMBER 991-268-11-1 IT DISASTER RECOVERY SERVICES

ASSIGNMENT AGREEMENT m.B.

This ASSIGNMENT AGREEMENT made this day 5th of September ~~28th~~ ~~August~~ 2013, by and between DSM.Net hereinafter "Assignor", and DSM Technology Consultants, LLC, a Florida Limited Liability Company hereinafter "Assignee", both having its principal office(s) at 6810 New Tampa Hwy Suite 600 Lakeland Florida, and the State of Florida Department of Management Services hereinafter "Department" having its principal office at 4050 Esplanade Way, Tallahassee, Florida 32399 in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor entered into a state term contract with the State of Florida on August 10, 2010, identified as IT Disaster Recovery Services, hereinafter "Contract";

WHEREAS, Assignor wishes to assign all of its rights and obligations under the Contract to Assignee; and

WHEREAS, Paragraph 4.29 of the Contract requires the prior written consent of the State to assign this Contract;

NOW THEREFORE, for the mutual covenants contained herein, the parties hereto agree as follows:

1. Assignor and Assignee hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations responsibilities and duties, in and to the Contract, to Assignee.
2. Assignee hereby accepts the assignment of all of Assignor's obligations responsibilities and duties under the Contract and all of Assignor's right, title and interest in and to the Contract.
3. The parties specifically acknowledge and agree that this Agreement operates as an assignment of the Contract and a new contractual relationship is hereby entered into by and between the Department and Assignee.
4. The Department agrees that payments which would have gone to Assignor under the Contracts shall be paid to Assignee in accordance with the terms of the Contract.
5. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the State from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the contract and resulting from Assignee's performance after the assignment of the Contract, provided however, that after the assignment of the Contract the State shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from Assignee's performance.
6. Assignee agrees to indemnify the State from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract.

7. The State in executing its consent to this Assignment, does not release Assignor from any claims or remedies it may have against Assignor under the Contract.

8. To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force and effect.

9. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written by their duly authorized representatives.

State of Florida
Department of Management Services

By: 

Name: Kelley J. Scott

Title: Director of State Purchasing &
Chief Procurement Officer

Date: 9/5/13

Assignor: DSM.Net (FEIN#59-359267)

By: 

Name: JAMES D. ROBINSON

Title: CEO

Date: 8/28/2013

Assignee: DSM Technology Consultants, LLC
FEIN#:46-2477089

By: 

Name: K.H. MUELLER-BERGER

Title: CFO

Date: 8/28/2013