AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. PA08
3. EFFECTIVE DATE SEE BLOCK 16C
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE QTACA
7. ADMINISTERED BY (If other than Item 6) CODE

U.S. GENERAL SERVICES ADMINISTRATION
ENTERPRISE ACQUISITION DIVISION
333 WEST BROADWAY, SUITE 950
SAN DIEGO, CA 92101-3805

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
DATA NETWORKS INC
1821 MICHAEL FARADAY DRIVE, SUITE 401
RESTON, VA 20190-5341

DUNS: 199748674 FACILITY CODE CAGE: 03EV6

05/01/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning __________ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.

FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority) Novation Agreement - FAR 42.1204

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. This modification incorporates the multiple administrative changes outlined on pages 2 and 3 which affects contract GS00Q09BGD0023 resulting from the Novation Agreement contained in attachment 1 of this modification.

See summary of changes on the following pages

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
ROGER W. CHAPIN
Contracting Officer

16B. UNITED STATES AMEND
16C. DATE SIGNED
01/20/2015

STANDARD FORM 30 (REV. 10-83)
Prepared by GSA FAR (48 CFR) 53.243

NSN 7540-01-152-8070
Previous edition unusable
b. The following changes are accomplished pursuant to the Novation Agreement (see attachment1), between the original contractor, Client Network Services, Inc. (transferor), CAGE O3VY8, to Data Networks Inc. (transferee), CAGE 03EV6, and the UNITED STATES GOVERNMENT executed on April 22, 2014 under the authority of FAR 42.12.

(1) This modification changes the contractor name, address and CAGE code as follows:

<table>
<thead>
<tr>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIENT NETWORK SERVICES, INC</td>
<td>DATA NETWORKS INC</td>
</tr>
<tr>
<td>702 King Farm Blvd., Floor 2</td>
<td>1821 Michael Faraday Drive Suite 401</td>
</tr>
<tr>
<td>Rockville, MD 20850-5966</td>
<td>Reston, VA 20190-5341</td>
</tr>
<tr>
<td>DUNS: 868850215</td>
<td>DUNS: 199748674</td>
</tr>
<tr>
<td>CAGE: O3VY8</td>
<td>CAGE: 03EV6</td>
</tr>
</tbody>
</table>

c. This Novation Agreement includes *in part* the following provisions:

(1) Data Networks Inc. (CAGE 03EV6) assumes all obligations and liabilities of the Client Network Services, Inc. (CAGE O3VY8) under the contract by virtue of the above transfer, as if Data Networks Inc. were the original party to the contract.

(2) Client Network Services, Inc. (CAGE O3VY8) confirms the transfer to Data Networks Inc. (CAGE 03EV6) and waives any claims or rights against the United States Government that it now has or may have in the future in connection with the contract.

(3) Client Network Services, Inc. (CAGE O3VY8) and Data Networks Inc. (CAGE 03EV6) agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this agreement, other than those that the Government in the absence of this transfer or agreement would have been obligated to pay or reimburse under the terms of the contract.

(4) This novation transfers all contractual responsibilities to Data Networks Inc. who is solely responsible for performance of this contract.

(5) This modification incorporates Data Networks Inc.’s revised Small Business Subcontracting Plan for the entire contract duration, which meets the requirement of the Alliant Contract Section H.11 GOALS FOR SUBCONTRACTING. Contract Section H.10 INCORPORATION OF SUBCONTRACTING PLAN is hereby modified to state “The Individual Small Business
Subcontracting Plan dated October 15, 2014, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated into the contract by reference”.

(6) Data Networks Inc. assumes the Client Network Services, Inc.’s Time and Material/ Labor Hour pricing for the Alliant Contract GS00Q09BGD0023.

(7) Except as provided by this contract modification, all funding, contract terms and conditions of the affected contract remain unchanged and in full force and effect.

(8) No Alliant task orders have been awarded under Alliant Contract GS00Q09BGD0023.

Attachment 1: Novation Agreement
Attachment 1

NOVATION AGREEMENT
FAR 42.1204
NOVATION AGREEMENT

From the Transferor,
Client Network Services Inc., CAGE O3VVY8
To the Transferee
Data Networks Inc., CAGE 03EV6
And
The UNITED STATES GOVERNMENT
effective April 22, 2014
under the authority of FAR 42.1204

Exhibits

2. Novation Agreement
NOTE: The following documents are not included in this modification but are available upon request from the Alliant GWAC Program Office or Freedom of Information Act request.
1. List of contracts affected
4. Certified copy of each resolution of the corporate parties’ board of directors authorizing the transfer of assets
5. Certified copy of the minutes of each corporate parties’ stockholder meeting necessary to approve the transfer of the assets
6. The opinion of legal counsel for both parties stating that the transfer was properly effected under applicable law and the effective date of transfer
7. Balance sheets of both of the parties as of the dates immediately and after the transfer of assets provided in accordance with FAR 42.104(g)
8. Evidence that any security clearance requirements have been met
9. Certificates of Good Standing for each of the parties
10. Articles of Incorporation for each of the parties
11. Statement of DNC’s Ability to Perform
12. Certification of Accuracy and Completeness of Documents for each of the parties
13. Surety Issues

Attachment 1
Novation Agreement

The Client Network Services Incorporated (Transferor), a corporation duly organized and existing under the laws of Maryland with its principal office in Rockville, Maryland; the Data Networks, Inc (Transferee), a corporation duly organized and existing under the laws of the Commonwealth of Virginia with its principal office in Reston, Virginia; and the United States of America (Government) enter into this Agreement as of 22 April 2014.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration (GSA), has entered into a contract with the Transferor, namely: The GSA Alliant Government Wide Acquisition Contract (GWAC), contract number GS00Q09BGD0023. The term “the Contract,” as used in this Agreement, means the above contract and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the contract and purchase orders). Included in the term “the Contract” are also all modifications made under the terms and conditions of the contract and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of 22 April 2014, the Transferor has transferred to the Transferee all the assets of the Transferor related to performance under the terms and conditions of the Contract by virtue of an Asset Purchase Agreement dated 22 April 2014 between the Transferor and the Transferee.

(3) The Transferee has acquired all assets of the Transferor related to performance under the terms and conditions of the Contract by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Contract by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Contract.

(6) It is consistent with the Government’s interest to recognize the Transferee as the successor party to the Contract.

(7) Evidence of the above transfer has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Contract.
(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the Contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Contracts as if the Transferee were the original party to the Contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor’s successor in interest in and to the Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contract as if the Transferee were the original party to the Contract. Following the effective date of this Agreement, the term “Contractor,” as used in the Contract, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Contract, shall be considered to have discharged those parts of the Government’s obligations under the Contract. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government’s obligations under the Contract, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contract.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

(i) Assumes under this Agreement; or

(ii) May undertake in the future should the Contract be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The Contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.
United States of America,

By
Title

Client Network Services Incorporated,

By
Title

[Corporate Seal]

Data Networks, Inc,

By
Charles F. Olsick, Jr
Title

[Corporate Seal]

Certificate

I, Indrapal Karnal, certify that I am the Secretary of Client Network Services Incorporated, that Amin Ahmed, who signed this Agreement for this corporation, was then President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation.
by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of April 22, 2014.

By ____________________________________________

[Corporate Seal]

Certificate

I, James S. Kepler, certify that I am the Secretary of Data Networks, Inc, that Charles F. Olsick, Jr, who signed this Agreement for this corporation, was then President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 22nd day of April 2014.

By ____________________________________________

[Corporate Seal]