NOTICE OF CONTRACT AMENDMENT

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER	CONTRACT TITLE
CT170457026, formally CT170457001	NASPO ValuePoint – Cloud Solutions
AMENDMENT NUMBER	**CONTRACT PERIOD**
001	November 18, 2016 through September 10, 2026
REQUISITION/REQUEST NUMBER	**SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID**
N/A	0614545130 2/ MB00103499
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
Deloitte Consulting LLP 4022 Sells Drive Hermitage, TN 37076	Various State Agencies throughout the State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

Contract CT170457026 is hereby amended per the attached Novation Agreement signed by Luis Benavides of Day 1 Solutions dated 3/24/2017, Matthew Law of Deloitte Consulting LLP dated 3/24/2017, and by Brent Dixon of State of Missouri, Office of Administration, Division of Purchasing dated 4/6/2017 to assign the contract in its entirety from Day 1 Solutions to Deloitte Consulting effective 3/20/2017. All new orders, payments, and contract correspondence shall utilize Contract Number CT170457026, Vendor Number 0614545130 2, Deloitte Consulting LLP, 4022 Sells Drive, Hermitage, TN 37076

In order to accommodate the implementation of the State of Missouri's statewide eProcurement system, MissouriBUYS, the contract number for various state agencies throughout Missouri contract with Deloitte Consulting LLP for the provision of NASPO ValuePoint – Cloud Solutions is hereby changed from CT170457001 to CT170457026.

All other terms and conditions shall remain the same.

BUYER	BUYER CONTACT INFORMATION
Nicolle Backes	Email: Nicolle.backes@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Nicolle Backes	5/3/17
DIRECTOR OF PURCHASING	
[illegible]	

NOVATION AGREEMENT

Day1 Solutions, Inc. (the "Transferor"), a corporation duly organized and existing under the laws of Delaware with its principal office in McLean, Virginia; Deloitte Consulting LLP (the "Transferee"), a limited liability partnership duly organized and existing under the laws of Delaware with its principal office in New York, New York; and the State of Missouri (the "Government") enter into this Novation Agreement as of March 24, 2017 (the "Agreement").

(a) The parties agree to the following facts:

(1) The Government, represented by Contracting Officers, has entered into certain contracts with the Transferor, namely: Contract No. CT170457001 NASPO ValuePoint – Cloud Solutions – Day1 Solutions pursuant to Participating Addendum NAPO ValuePoint State of Utah Cooperative Contract No. AR2479, dated December 12, 2016; Purchase Order #SC 300 31707000011 dated December 21, 2016; and Statement of Work, in respect of Participating Addendum CT170457001 dated December 5, 2016 (the "Contracts"). The term "Contracts," as used in this Agreement, means the above contracts and purchase orders, including any extensions, modifications, and amendments, 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 these contracts and purchase orders). Included in the term the "Contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of March 20, 2017, the Transferor has transferred to the Transferee substantially all the assets of the Transferor by virtue of an Asset Purchase Agreement among the Transferor, the Transferee, and certain other parties thereto ("Asset Purchase Agreement").

(3) The Transferee has acquired the assets of the Transferor set forth in the Asset Purchase Agreement by virtue of the above transfer.

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

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

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

(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 Contracts.

(2) The Transferee agrees to be bound by and to perform each Contract in accordance with the terms and 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. Transferor and Transferee, to the extent required, agree to furnish all required bonds.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contracts as if the Transferee were the original party to the Contracts. Following the effective date of this Agreement, the term "Contractor," as used in the Contracts, 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 Contracts, shall be considered to have discharged those parts of the Government's obligations under the Contracts. 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 Contracts, 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 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 Contracts.

(8) The Contracts 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.

(9) The point of contact for the Transferee to receive notices under each of the Contracts shall be:

Thomas Beck
Principal
Deloitte Consulting LLP
200 Renaissance Center, Ste 3900
Detroit, MI 48343-1313

(*signature pages follow*)

STATE OF MISSOURI

By: _____

Title: IT Purchasing Manager

Date: 4/6/17

DAY1 SOLUTIONS, INC.

By: _____

Title: CEO

Date: 3/24/2017

DELOITTE CONSULTING LLP

By: _____

Title: Principal

Date: 3/24/2017