

NOVATION AGREEMENT—CONTRACT # VA-211201-ANS

This is an agreement to modify Contract # VA-211201-ANS (the "**Contract**") between the Virginia Information Technologies Agency ("**VITA**") pursuant to § 2.2-2012 of the Code of Virginia, on behalf of Commonwealth of Virginia ("**Commonwealth**") and Advanced Network Systems, a S Corp located at 355 West Rio Rd, Charlottesville VA, 222901 (the "**Assignor**"). The parties to this agreement are the Commonwealth, the Assignor, and Magna5 MS, a Limited Liability Company located at 1000 Cliff Mine Road, Suite 520, Pittsburgh, PA 15274 (the "**Assignee**"). This agreement is incorporated into and becomes a part of the Contract.

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes, all of Assignor's rights and obligations under the Contract. Without limiting the foregoing, this assignment includes all ongoing maintenance obligations and any known or unknown claims of any party that now exist or which may later arise in connection with Assignor's past performance or Assignee's future performance of the Contract. The Commonwealth hereby consents to the assignment.

2. Customers other than State Agencies. Notwithstanding the foregoing paragraph, the Commonwealth has no authority to release any existing rights of political subdivisions, other public bodies, or private institutions of higher education which are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, that are not State agencies; therefore, this agreement does not release Assignor from its existing obligations to such entities, but Assignee agrees to fulfill all of Assignor's responsibilities under the Contract to such entities.

3. Arrangements as between Assignor and Assignee. Any arrangements which Assignor and Assignee may make or which they may have already made in regard to rights as between themselves are separate from this Novation Agreement and shall not affect the Commonwealth's right hereunder to treat the Assignee as holding all rights and obligations of Assignor, or the rights of political subdivisions, other public bodies, or private institutions of higher education which are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, that are not State agencies; to look to Assignee to fulfill Assignor's responsibilities under the Contract (or to look to Assignor directly, as indicated in the foregoing paragraph).

4. Misdirected Communications or Payments. Assignor and Assignee represent and warrant to the Commonwealth and to any political subdivisions, other public bodies or private institutions of higher education using the Contract that any communications from the Commonwealth or from political subdivisions, other public bodies or private institutions of higher education in connection with the Contract can be made to Assignee at the office address shown herein for Assignee. Assignor and Assignee represent and warrant that they have made or shall make arrangements to insure that any orders, payments or other communications from the Commonwealth, its political subdivisions or other public bodies or private institutions of higher education in regard to this Contract are promptly returned to the sender or forwarded to Assignee in the event they are addressed or sent to Assignor. Any such payment or communication which is not promptly returned to the sender shall be deemed to have been made to Assignee.

5. Release of Assignor. Except for the responsibilities of Assignor described in this Novation Agreement, the Commonwealth releases Assignor from any further obligation to the Commonwealth under the Contract, and the Commonwealth agrees that it shall look only to the Assignee for further performance under the Contract or in regard to any Commonwealth claims under the Contract. In accordance with the Contract, this Novation Agreement shall be governed by the laws of Virginia and any litigation with respect thereto shall be brought only in the courts of the Commonwealth of Virginia. All other terms and conditions of the Contract remain in full force.

6. Complete Agreement. This is the complete and final expression of the Assignor's and Assignee's agreement with the Commonwealth and can be modified only in a writing signed by all parties. Assignor agrees, however, that the Commonwealth and Assignee may wish to modify the underlying Contract in the future, and that Assignee's signature shall not be required for any such modification.

The undersigned representatives of each party represent and warrant that they are each duly authorized to sign this agreement on behalf of their principals identified below, and do hereby sign on behalf of same.

ASSIGNOR



Signature:

Name:

Kevin C Leibl

Title:

President

Date:

9/26/2023

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA



Signature:

James Mackenzie

Name:

Strategic Sourcing Specialist

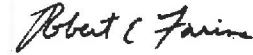
Title:

10/17/2023

Date:

ASSIGNEE

Magna5 MS LLC



Signature:

Name:

Robert E. Farina

Title:

Chief Executive Officer

Date:

9/26/2023