

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT
AND
CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT**

This Assignment and Assumption of Assignment (the Assignment) is entered into as of January 01, 2017, by and among the **CITY OF MIAMI BEACH** (the City), a Florida municipal corporation, whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139 ("City"); **Unify, Inc.**, a Florida corporation, whose principal address is 5500 Broken Sound Blvd, Boca Raton, FL. 33487 ("Unify" or "Assignor"); and **Atos IT Solutions & Services, Inc.**, a New York corporation, whose principal address is 2500 Westchester Avenue, Suite 300, Purchase, NY. 10577, authorized to do business in Florida ("Atos" or "Assignee").

WITNESSETH:

WHEREAS, on July 13, 2011, the Mayor and City Commission approved the award of a contract between the City and Unify, Inc, pursuant to Invitation to Bid (ITB) No. 28-10/11, to provide Maintenance of the Telecommunications Systems at Various City Facilities; and

WHEREAS, the City and Unify executed an agreement dated August 3, 2011 (the Agreement), which Agreement is incorporated herein by reference and attached as Exhibit "1" here to;

WHEREAS, on or about January, 2016, Atos IT Solutions & Services, Inc, (Atos), completed a transaction to acquire Unify, with Atos emerging as Unify's corporate parent entity; and

WHEREAS, Unify and Atos seek the City's consent to the assignment of the Agreement from Unify to Atos; and

WHEREAS, pursuant to Section F of the Agreement, any assignment of the Agreement requires the written consent of the Mayor and City Commission; and

WHEREAS, on January 11th, 2017, the Mayor and City Commission adopted Resolution No. _____, authorizing the Mayor and City Clerk to execute the Consent to Assignment and Assumption of Agreement set forth below, and approving the assignment to Atos of the obligations and responsibilities of Unify under the Agreement.

NOW, THEREFORE, the City, Unify and Atos, for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these presents mutually covenant and agree as follows:

1. The above recitals are true and correct and are incorporated herein as part of this Assignment.
2. Unify hereby assigns and transfers to Atos all of its right, title, interest, and obligations in and to the Agreement by and between Unify and the City of Miami Beach (the City) dated January 1, 2017, for Maintenance of the Telecommunications

Systems & Services at Various City Facilities (the Agreement), which Agreement is incorporated herein by reference and attached as Exhibit 1 here to.

3. Atos hereby accepts the assignment of the Agreement and further assumes and agrees to perform all of the duties and obligations of Unify under the Agreement, and further agrees to be liable and subject to all conditions and restitutions to which Unify is subject to under the agreement.
4. Upon execution of this Assignment and Consent to Assignment and Assumption of Agreement, and for purposes of interpreting the Agreement, all references to Unify or Consultant, under the agreement, shall hereinafter be deemed to refer to Atos.
5. Atos agrees to honor and maintain all required warranties and responsibilities for all projects previously completed by Unify, as well as any ongoing projects that Unify has with the City as of the effective date of this Consent to Assignment (January 1, 2017).
6. Atos agrees to furnish to the City's Risk Manager, Certificates of Insurance or endorsements evidencing the insurance coverage as specified in the Agreement.
7. All written notices given to the Consultant under the Agreement shall be addressed to:

Atos IT Solutions & Services, Inc.
2500 Westchester Avenue, Suite 300
Purchase, NY. 10577
Attn: Legal Department
Attn: Byron Nesbit
Tel: 704-408-3732
Email:

8. The Mayor and Commission of the City of Miami Beach, Florida hereby consents to the assignment of the Agreement from Unify, Inc. (Assignor), to Atos IT Solutions & Services, Inc. (Assignee).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Atos and Unify have caused this Assignment to be executed by their appropriate officials, as of the date first entered above.

FOR CONSULTANT (ASSIGNOR):
ATTEST:

UNIFY, INC.

By: _____
Secretary

President

Print Name

Print Name

Date: _____

FOR NEW CONSULTANT (ASSIGNEE): ATOS IT SOLUTIONS & SERVICES INC.

ATTEST:

By: _____
Secretary

President

Print Name

Print Name

Date: _____

CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT

City's acknowledgement and consent to the Assignment, pursuant to Section F of the Agreement, without warranties of any kind whatsoever being made incident to this Consent or the Assignment.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael Granada, City Clerk

Philip Levine, Mayor

Date: _____

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

Rafael Granada 12-19-16

City Attorney *RAF* Date

EXHIBIT 1
AGREEMENT