

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Instrument”) is made and effective as of June 8, 2017 (the “Effective Date”), by and between Ciber, Inc., a Delaware corporation (“Assignor”), and HTC Global Ventures, LLC, a Michigan limited liability company (“Assignee” and, together with Assignor, the “Parties”, and each in its individual capacity, a “Party”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

WITNESSETH

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of May 17, 2017 (as amended or otherwise modified from time to time, the “Agreement”); and

WHEREAS, pursuant to the terms, and subject to the conditions, set forth in the Agreement, Assignor desires to grant, sell, assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in, to and under the Purchased Assets, and Assignee desires to accept such grant, sale, assignment, transfer, conveyance and delivery and to assume, pay, perform and discharge all of Assignor’s obligations and duties with respect to the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Assignment, Assumption and Transfer.

(a) Assignor hereby irrevocably grants, sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, assumes and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Purchased Assets arising from and after the Effective Date.

(b) Assignee hereby assigns to Assignee, and Assignee hereby expressly agrees to assume, pay, perform and discharge when due, and be solely liable and responsible for, all of the Assumed Liabilities.

2. Terms of Agreement. This Instrument is made pursuant to, and is subject to the terms and provisions of, the Agreement. Notwithstanding anything to the contrary contained in this Instrument, nothing contained herein shall be deemed to supersede, limit, restrict, expand or modify in any manner the rights, limitations, disclaimers or obligations of the parties under the Agreement (nor shall it be deemed to continue, restate, reaffirm, restore or resurrect any covenant, representation or other obligation of the Agreement which, by its terms, lapses at the Closing), and in the event of a conflict between the terms and provisions hereof and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control.

3. Further Assurances. Each of the Parties shall execute and deliver, at the reasonable request of any other Party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Instrument.
4. Miscellaneous. Sections 12.3, 12.4, 12.5, 12.6 and 12.9 of the Agreement and the first two sentences of Section 12.8 of the Agreement shall apply to this Instrument, in each case, *mutatis mutandis*, as if set forth herein; provided that for purposes of this Instrument, references to (a) Seller in such Sections of the Agreement shall be deemed references to Assignor, (b) Purchaser in such Sections of the Agreement shall be deemed to be references to Assignee and (c) Party or Parties in such Sections of the Agreement shall be deemed to be references to Assignor, Assignee or both, as applicable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed the day and year first above written.

CIBER, INC.

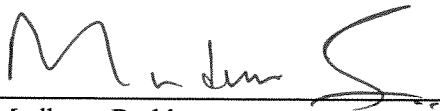
By: 

Name: Christian Mezger

Title: CFO

[Signature Page to Assignment and Assumption Agreement]

HTC GLOBAL VENTURES, LLC

By: 
Name: Madhava Reddy
Title: President/CEO