



ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made as of the 18th day of July, 2023 (“Agreement”) by and among Datix (USA) Inc., with an address of 311 S. Wacker Dr., Ste. 4900, Chicago, IL 60606, (“Assignee”), acting as successor in interest by merger to TTCP Verge Holdings, Inc. (“TTCP”) and to Verge Solutions LLC dba Verge Health (“Verge Health”), (collectively “Assignor”), and the County of Orange, a political subdivision of the State of California, with an address of 400 W. Civic Center Dr., 3rd Fl., Santa Ana, CA 92701 (“County”).

WHEREAS, Verge Health and County executed Contract No. MA-042-19011809 for Professional Credentialing Verification Services (“Services”), effective August 15, 2019, through August 14, 2022 (the “Contract”);

WHEREAS, Verge Health and County executed Amendment No. 1 to replace Attachment C (Pricing) with Attachment C-1 (Cost Summary/Pricing), effective August 15, 2019;

WHEREAS, Verge Health and County executed Amendment No. 2 to renew the Contract for two years, effective August 15, 2022 through August 14, 2024, and to replace Attachment C-1 (Cost Summary/Pricing) with Attachment C-2 (Revised Cost Summary/Pricing);

WHEREAS, Verge Health merged into TTCP, which in turn merged into Assignee, both on January 1, 2023, and Verge Health thereby wishes to transfer and assign its rights and obligations under the Contract to TTCP, which in turn wishes to transfer and assign its rights and obligations under the Contract to Assignee, and County’s express written consent of the assignment of the Contract has been requested;

WHEREAS, Assignee wishes to acquire the Contract and to continue to provide the Services to County in accordance with the terms and conditions of the Contract;

WHEREAS, County is willing to release Assignor from the obligations under the Contract and to consent to Assignee assuming such obligations under the Contract; and

WHEREAS, the parties desire to substitute Assignee in place of Assignor with respect to the Contract;

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee as of January 1, 2023 (the “Effective Date”) all of Assignor’s title, right, obligations, and interest in, to and under the Contract.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date and assumes all of Assignor’s obligations, responsibilities, and duties in, to and under the Contract from and after the Effective Date.
3. County hereby consents to such assignment of the Contract to Assignee from and after the Effective Date.

4. County further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the Effective Date.
5. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties under the Contract from and after the Effective Date.
6. Assignor shall cooperate with Assignee in effectuating an orderly transition of County information to Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract from and after the Effective Date.
7. Assignee shall defend and indemnify County and Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract from and after the Effective Date and subject to the terms of the Contract.
8. Assignor shall defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract prior to the Effective Date and subject to the terms of the Contract.
9. This Agreement constitutes the entire agreement concerning the assignment between the parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
10. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

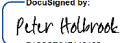
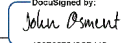
IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE ASSIGNMENT, NOVATION AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT, NOVATION AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, NOVATION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT, NOVATION AND CONSENT.

(SIGNATURE PAGE FOLLOWS)

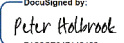
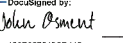
ASSIGNOR:
DATIX (USA) INC. AS SUCCESSOR IN
INTEREST TO VERGE SOLUTIONS LLC DBA
VERGE HEALTH

By:  _____  _____
Name: Peter Holbrook John Osment
Title: Global CFO Commercial Operations Director

ASSIGNOR:
DATIX (USA) INC. AS SUCCESSOR IN
INTEREST TO TTCP VERGE HOLDINGS, INC.

By:  _____  _____
Name: Peter Holbrook John Osment
Title: Global CFO Commercial Operations Director

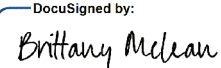
ASSIGNEE:
DATIX (USA) INC.

By:  _____  _____
Name: Peter Holbrook John Osment
Title: Global CFO Commercial Operations Director

COUNTY:
COUNTY OF ORANGE, a political subdivision of
the state of California

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By:  _____
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Name: Brittany McLean

Title: Deputy County Counsel