



## ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made as of the date fully executed by and among Harris Mackessy & Brennan Inc. dba HMB Information System Developers, with an address of Polaris Parkway, Suite 125, Westerville, OH 43082, ("Assignor"), BPS Ventures II, LLC dba BPS Technologies, with an address of 7385 State Route 3, #136 Westerville, OH 43082, ("Assignee"), and the County of Orange, a political subdivision of the State of California, with an address of 1055 North Main Street, 6<sup>th</sup> floor, Santa Ana, CA 92701 ("County").

WHEREAS, Assignor and County entered into Contract **MA-017-19011637** for OpenText Standard Maintenance & Support for RightFax Software, effective **April 30, 2019 through April 29, 2023**, (the "Contract"); and

WHEREAS, Assignee acquired Assignor's Capture division, including most of its contracts and goodwill, and Assignor thereby wishes to transfer and assign to Assignee its rights and obligations under the Contract to Assignee; and

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

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 does hereby assign, transfer, and convey to the Assignee as of July 1, 2021 (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the said Contract through April 29, 2023.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date, and agrees to assume all of Assignor's duties and obligations in, to and under the Contract from and after the Effective Date. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.
3. County further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the Effective Date.
4. 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.

5. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract from and after the Effective Date.
6. Assignee agrees to defend and indemnify 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.
7. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Contract and subject to the terms of the Contract prior to the Effective Date.
8. 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.
9. 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.

**BPS Ventures II, LLC dba BPS Technologies**

Signature: John Paider  
John Paider (Jul 5 2022 12:07 EDT)  
 Name: John Paider  
 Title: President  
 Date: 07/05/2022

**COUNTY OF ORANGE**

Signature: \_\_\_\_\_  
 Name: Eldon Baptist  
 Title: Procurement Contract Specialist. DPA  
 Date: \_\_\_\_\_

**Harris Mackessy & Brennan Inc. dba HMB**

**Information System Developers.**

Signature: [Signature]  
 Name: Thomas F. Harris  
 Title: CEO  
 Date: 7/5/22

**APPROVED AS TO FORM**

*Office of the County Counsel  
 County of Orange, California*

[Signature] 7/12/22  
 Deputy Date