



## ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made and entered into as of the date fully executed ("Agreement") by and among SouthTech Systems, LLC, with an address of 4181 Flat Rock Dr., Suite 300, Riverside, CA 92505 ("Assignor"), Granicus, LLC, a Minnesota Limited Liability Company, with an address of 408 St. Peter St., Suite 600, St. Paul, MN 55102 ("Assignee"), and the County of Orange, a political subdivision of the State of California, with an address of 333 W. Santa Ana Blvd., Santa Ana, CA 92701 ("County"). Assignor, Assignee, and County are sometimes referred to herein individually as "Party" or collectively as "Parties".

WHEREAS, County and Assignor, under the name SouthTech Systems, Inc., entered into Contract MA-011-16011667 for DisclosureDocs and eDisclosure Software Maintenance and Technical Support Services (the "Services"), effective July 01, 2016 through June 30, 2021 (the "Contract");

WHEREAS, on November 9, 2018, Assignee purchased all the assets of Assignor;

WHEREAS, on January 3, 2019, Assignor converted from a corporation to a LLC;

WHEREAS, Assignor wishes to transfer and assign its rights and obligations under the Contract to Assignee;

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;

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 the date this Agreement is fully executed (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the said Contract.
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.
3. County hereby 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 duties and obligations under the Contract that occur on or after the Effective Date.

5. Notwithstanding Paragraph 4 above, Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of County information to Assignee in order for Assignee to fulfill its responsibilities, duties, and obligations under the Contract from and after the Effective Date.
6. Assignee agrees to 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.
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 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.
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.

**SOUTHTECH SYSTEMS, LLC**

By: [Signature]

Name: Dawn Kubat

Title: VP of Legal

**SOUTHTECH SYSTEMS, LLC**

By: [Signature]

Name: Eric Gibson

Title: CFO

**GRANICUS, LLC**

By: [Signature]

Name: Dawn Kubat

Title: VP of Legal

**COUNTY OF ORANGE, a political subdivision  
of the State of California**

County of Orange  
Clerk of the Board of Supervisors

By: Brittany McLean  
Name: BRITTANY MCLEAN  
Title: DEPUTY COUNTY COUNSEL

MA-011-16011667

**APPROVED AS TO FORM, County Counsel,  
County of Orange, California.**

<p align="center"><b>APPROVAL AS TO FORM</b></p> <p>This is to certify that the undersigned, Deputy County Counsel, has reviewed the contract and is satisfied that it is in the best interests of the County of Orange.</p> <p>_____</p> <p>_____</p> <p>and has approved it as to form. This approval is valid only in connection with the contract and is not to be used for any other purpose.</p> <p align="right"><b>APPROVED AS TO FORM, County Counsel, County of Orange, California.</b></p>
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Deputy County Counsel  
County of Orange

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_