

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

ESOLUTIONS, INC. (“Assignor”)

and

WAYSTAR, INC. (“Assignee”)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made and entered as of **September 23, 2020** (the “**Assignment Effective Date**”), by and between **ESOLUTIONS, INC.** (“**Assignor**”), and **WAYSTAR, INC.** (“**Assignee**”).

RECITALS

- A. COUNTY OF MONTEREY (“**County**”) on behalf of the Health Department, and Assignor entered into a Services Agreement for County access to eSolutions ClaimRemedi Base Services which was effective on January 15, 2019 (the “**Agreement**”).
- B. Assignor now wishes to assign to Assignee all of its right, title, and interest in and to, and all of its obligations under, the Agreement to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment: Effective as of **September 23, 2020** (“**Assignment Effective Date**”), Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.
2. Assumption: Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.
3. Successors and Assigns: This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. Third Party Beneficiaries: Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit, or obligation under this Assignment as a third-party beneficiary or otherwise.
5. Payments made in good faith by or on behalf of the County to either the Assignor or the Assignee, after the Assignment Effective Date but prior to the execution of this Assignment and Assumption Agreement, shall be deemed to have been made to the party entitled to receive such payment pursuant to the Agreement and to this Assignment and Assumption Agreement, and the County shall have no further obligation to either Assignor or Assignee with respect to such payments previously made, notwithstanding other provisions of this Assignment and Assumption Agreement. The Assignor remains entitled to payment for services rendered prior to the Assignment Effective Date, to the extent such payment has not been made by or on behalf of the County on or before the date of the execution of this

Assignment and Assumption Agreement, and the County shall remit any such payment to the Assignor to the extent owed, subject to the terms of the Agreement. This Assignment and Assumption Agreement shall not diminish the obligations of the Assignor with respect to performance owed prior to the Assignment Effective Date, nor adversely affect any claims the County may have or assert, now or in the future, with respect to such performance obligations of the Assignor.

6. Miscellaneous:

- (i) Headings: The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.
- (ii) Benefit: This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.
- (iii) Counterparts: This Assignment may be executed in multiple originals and by counterpart.
- (iv) Governing Law: This Assignment shall be construed under the laws of the State of California.
- (v) Amendments: No alteration, amendment, or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.
- (vi) Further Assignments: Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.
- (vii) Authority: Any individual executing this Assignment and Assumption Agreement on behalf of a party represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR: ESOLUTIONS, INC.

By: DocuSigned by:
Steve Oreskovich
964055073CD5432...
Steve Oreskovich, CFO
48-1213987
Tax ID# _____

Date: 6/24/2022 | 11:09 AM EDT

ASSIGNEE: WAYSTAR, INC.

By: DocuSigned by:
Steve Oreskovich
964055073CD5432...
Steve Oreskovich, CFO
61-1358935
Tax ID# _____

Date: 6/24/2022 | 11:09 AM EDT

ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY on behalf of the HEALTH DEPARTMENT hereby consents to the foregoing assignment and assumption.

COUNTY OF MONTEREY

CONTRACTS & PURCHASING

By: _____


Date: _____

HEALTH DEPARTMENT

By: DocuSigned by:
Elsa M. Jimenez
C7A30BA59CA8423...
Elsa M. Jimenez, Director of Health

Date: 7/11/2022 | 8:30 AM PDT

APPROVED AS TO LEGAL FORM

By: DocuSigned by:

68EE9F1502BD412...
Deputy County Counsel

Date: 7/6/2022 | 3:09 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by:

4E7E657875454AE...
Auditor-Controller's Office

Date: 7/8/2022 | 3:35 PM PDT