

ASSIGNMENT AND CONSENT AGREEMENT

Calero Technologies Corp. (f/k/a PAETEC Software Corp.)

And

County of Monterey

And

Calero Software, LLC

ASSIGNMENT AND CONSENT AGREEMENT

This ASSIGNMENT AND CONSENT AGREEMENT, effective on the date when signed by the last Party hereto (“Effective Date”), by and among County of Monterey (“Monterey”), Calero Technologies Corp., a New York corporation (“PAETEC”), and Calero Software, LLC, a Delaware limited liability company (“Calero”) each of which may be referred to in the singular as “Party” or in the plural as “Parties.”

RECITALS:

WHEREAS, Monterey and PAETEC entered into an Agreement to Replace the Call Accounting System dated March 30, 2005 and an Agreement Between County of Monterey and PAETEC Software Corp. dated April 2, 2012 (the “Agreement(s)”); and

WHEREAS, PAETEC has merged into a new legal entity, Calero, and desires to assign the terms and conditions under the Agreement(s) to Calero, as of the Effective Date hereof; and

WHEREAS, Calero desires to accept such assignment of the Agreements and to assume the obligations of the Agreements; and

WHEREAS, Monterey is willing to grant its consent to such an assignment subject to the execution of this Assignment and Consent Agreement by all Parties hereto.

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. ASSIGNMENT AND TRANSFER OF THE AGREEMENT(S)

PAETEC hereby assigns, transfers, sells, and conveys to Calero and its successors and assigns forever all of its right, title, interest, powers, remedies, benefits, options, covenants, conditions and obligations, and privileges in, to and under, at law or in equity, the Agreement(s) and any and all attachments, addendums, schedules, statements of work, or exhibits arising therefrom.

2. ACCEPTANCE OF ASSIGNMENT

Calero, for itself, its successors and assigns, hereby accepts the foregoing assignment and agrees to be bound by and subject to all terms and conditions contained in the Agreement(s), and agrees to keep, perform and fulfill all terms, covenants, conditions and obligations to the same extent as if it had been an original signatory thereto. In furtherance of this acceptance, Calero assumes and undertakes the indemnification and insurance

Proprietary and Confidential

This Agreement and information contained therein is not for use or disclosure outside of Calero Software, LLC except under written agreement.

obligations set forth in the Agreements and will provide Monterey with evidence of insurance as set forth in the Agreements.

3. CONSENT OF MONTEREY

By signing this Assignment and Consent Agreement, Monterey hereby consents to the assignment of the Agreement(s) to Calero and agrees to be bound by and subject to all terms and conditions contained in the Agreement(s) to the same extent as if Calero had been an original signatory thereto. Monterey agrees that such assignment of the Agreement(s) by PAETEC to Calero shall not be considered a breach, default or violation of the Agreement(s), or in any way give rise to any claim, offset or right of termination thereunder.

4. NO OTHER EFFECT

This Assignment and Consent Agreement merely assigns the Agreement(s) to Calero in order to create, and hereby does create, a new agreement between Monterey and Calero. This assignment does not affect any rights or obligations of Monterey or Calero under any existing order, which shall continue to be governed by the terms of the Agreement(s).

5. MISCELLANEOUS

This Assignment and Consent Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto, their respective heirs, executors, representatives and successors. This Assignment and Consent Agreement shall be governed by, and construed and interpreted in accordance with the substantive laws of the State of New York, without giving effect to any conflicts of laws. Each Party agrees to perform any acts and to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Assignment and Consent Agreement.

[Signature Page to Follow]

Proprietary and Confidential

This Agreement and information contained therein is not for use or disclosure outside of Calero Software, LLC except under written agreement.



Calero Assignment Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment and Consent Agreement, which may be completed in multiple counterparts, each of which will be deemed to be an original instrument, by their duly authorized representatives as of the date first set forth above. This Assignment and Consent Agreement will not affect any orders executed by Monterey and PAETEC prior to the date of this assignment.

County of Monterey

By: _____

Printed Name:

Title:

Date: _____

Calero Software, LLC

By: _____

Printed Name: James W. FitzGibbons

Title: CFO

Date: _____

Calero Technologies Corp.

By: _____

Printed Name: James W. FitzGibbons

Title: CFO

Date: _____

Proprietary and Confidential

This Agreement and information contained therein is not for use or disclosure outside of Calero Software, LLC except under written agreement.