

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made and entered as of July 7, 2022 (the “Assignment Effective Date”), by and between Fluence Automation LLC (“Fluence”) (“Assignor”), and DMT Solutions Global Corporation (d/b/a BlueCrest, “BlueCrest”) (“Assignee”).

### RECITALS

A. COUNTY OF MONTEREY (“County”) and Assignor entered into a Service Agreement to provide software, maintenance, and support services for a “Vote by Mail” processing system which was effective on November 1, 2018 (the “Agreement”).

B. Assignor now wishes to assign to Assignee all of its rights, titles and interests 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 the Assignment Effective Date, Assignor hereby assigns to Assignee all of its rights, titles, interests in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.

2. Assumption. Effective as of the 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. The services stipulated in the Agreement shall now be performed by Assignee and no changes to the services provided under the Agreement are made with this Assignment.

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. 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.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth below.

**ASSIGNOR:** Fluence Automation LLC ("Fluence")

*Chandra P. K.*

Date: \_\_\_\_\_

**ASSIGNEE:** DMT Solutions Global Corporation (d/b/a BlueCrest, "BlueCrest")

*[Handwritten Signature]*

By: Lance Arneson

Its CFO

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT AND CONSENT**

COUNTY OF MONTEREY hereby consents to the foregoing assignment and assumption.

\_\_\_\_\_  
Deputy Purchasing Agent

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS:**

DocuSigned by:  
*Anne Breton*

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Deputy County Counsel

10/19/2022 | 11:47 AM PDT  
Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS:**

DocuSigned by:  
*Jennifer Forsyth*

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Deputy Auditor/Controller

10/19/2022 | 2:48 PM PDT  
Date: \_\_\_\_\_