

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

FORWARD ADVANTAGE, INC. (“Assignor”)

and

**FORWARD ADVANTAGE HOLDINGS, INC.
d/b/a FORWARD ADVANTAGE (“Assignee”)**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made and entered as of April 25, 2023 (the “**Assignment Effective Date**”), by and between **FORWARD ADVANTAGE, INC. (“Assignor”)**, and **FORWARD ADVANTAGE HOLDINGS, INC. d/b/a FORWARD ADVANTAGE (“Assignee”)**.

RECITALS

- A. COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**NMC**”), and Assignor entered into a Services Agreement for Imprivata product (a single, sign-on solution) used by NMC Physicians and Clinical staff, plus licenses, maintenance & support which was effective on March 23, 2016 (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 April 25, 2023 (“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. The Assignor, the Assignee, and the County agree that any 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.

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

ASSIGNOR: FORWARD ADVANTAGE, INC.

By: DocuSigned by:
Brian Boudreau
0492AB451AAC4EE
Brian Boudreau, AVP of Finance and Administration

Date: 8/9/2023 | 2:02 PM PDT

Tax ID# ██████████5022

ASSIGNEE: FORWARD ADVANTAGE HOLDINGS, INC. d/b/a FORWARD ADVANTAGE

By: DocuSigned by:
Mike Knebel
44350F55256146A
Mike Knebel, Chief Executive Officer (CEO)

Date: 8/9/2023 | 2:07 PM PDT

Tax ID# ██████████2192

ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER hereby consents to the foregoing assignment and assumption.

NATIVIDAD MEDICAL CENTER

By: DocuSigned by:
Charles R. Harris Charles R. Harris CEO
4E1F837D204E481
Deputy Purchasing Agent

Date: 8/11/2023 | 1:09 PM PDT

APPROVED AS TO LEGAL FORM

By: DocuSigned by:
Stacy Saetta Stacy Saetta
CEFC81999544A97
County of Monterey Deputy County Counsel

Date: 8/10/2023 | 1:05 PM PDT