

Novation Agreement

This Novation Agreement ("Agreement") is made as of the date last executed ("Effective Date"), by and among:

Corepoint Health, LLC, a Delaware limited liability company ("Transferor"),

InterOperability Bidco, Inc., a Delaware corporation, doing business as Rhapsody (formerly d.b.a Lyniate) ("Transferee"), and

County of Monterey, on behalf of Natividad Medical Center ("Customer").

RECITALS

WHEREAS, the Transferor and Customer are parties to that certain Software License and Services Agreement dated March 5, 2016, as amended and renewed (Contract No. 974) (the "Original Agreement");

WHEREAS, the Transferor wishes to assign, and the Transferee wishes to assume, all of the Transferor's rights and obligations under the Original Agreement;

WHEREAS, the Customer agrees to such assignment and assumption and desires to recognize the Transferee as the substitute party to the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows

1. Novation and Substitution

The Customer hereby agrees to substitute the Transferee in place of the Transferor with respect to the Original Agreement. The Transferee shall be bound by the terms and conditions of the Original Agreement as if it were the original signatory thereto in place of the Transferor.

2. Assumption of Obligations

The Transferee hereby agrees to perform all obligations and assume all liabilities of the Transferor under the Original Agreement, whether arising before, on, or after the Effective Date.

3. Invoices

Transferor acknowledges that the only pending obligation of the Customer to pay pending invoices shall be to pay the following invoices:

<u>Date Issued</u>	<u>Amount</u>	<u>Invoice Number</u>
9/30/24	7,220.58	INV72158

10/10/24	40,852.07	INV72372
1/14/25	1,597.20	INV72160
5/13/25	68,866.42	INV75663

Transferee will reissue each invoice under the appropriate subsidiary, with updated dates and the invoice numbers. These outstanding invoices are due within thirty (30) days of Receipt by County Auditor-Controller's Office of the invoices certified for payment by Natividad.

4. Acknowledgment of Transferor's Status

The parties acknowledge that Corepoint Health, LLC is currently in forfeited status in California and may lack capacity to perform obligations under California law. Customer agrees that effective as of the Effective Date, it will look solely to the Transferee for performance of all obligations under the Original Agreement, whether arising before, on, or after the Effective Date, and will not pursue claims against Corepoint for such obligations.

5. Continuity

Except as expressly modified by this Agreement, the Original Agreement remains in full force and effect and enforceable according to its terms. All references in the Original Agreement to the Transferor shall be deemed to refer to the Transferee.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law principles.


7. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Electronic signatures shall be deemed effective as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Novation Agreement as of the Effective Date.

TRANSFEROR:

Corepoint Health, LLC

By: 
1851ECC7A0E9472...


Name: Jeff Chiumiento

Title: CFO

Date: 12/10/2025 | 12:32 PM PST

TRANSFeree:

InterOperability Bidco, Inc. d.b.a Rhapsody

By: 
1851ECC7A0E9472...

Name: Jeff Chiumiento

Title: CFO

Date: 12/10/2025 | 12:32 PM PST

CUSTOMER:


County of Monterey on behalf of Natividad Medical Center

By: _____

Name:

Title:

Date:

Signed by:

696D21D44C4341D...
Stacy Saetta

Chief Deputy County Counsel. Reviewed as to for
1/30/2026 | 3:42 PM PST

DocuSigned by:

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Patricia Ruiz

Auditor Controller Analyst I
2/2/2026 | 7:38 AM PST