

ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

NAVISITE, LLC

AND

ACCENTURE, LLP

This **ASSIGNMENT AGREEMENT** (“Assignment”) is made and entered into this 1st day of November, 2024 (“Effective Date”), by and between the **NAVISITE, LLC**, a Delaware Limited Liability Company (“Assignor”), and **ACCENTURE, LLP**, a Illinois Limited Liability Partnership (“Assignee”), ultimately owned by Accenture plc, a Public Limited company organized and existing under the laws of the Republic of Ireland (“Assignee”) with the consent of **RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**, a public body and legal public entity (“Commission”), for the purpose of assigning all rights, title, interest, obligations, and liabilities under Contract No. CF24149 from Assignor to Assignee. Commission, Assignor, and Assignee may individually be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. WHEREAS Commission and Assignor entered into Contract No. CF24149, (the “Contract”) on September 15, 2022 for Assignor to provide certain Professional Services for the Commission;

B. WHEREAS Commission has been informed that Assignor has become a part of Assignee as a result of an acquisition, on January 30, 2024;

D. WHEREAS Assignor desires to assign all of its rights, title, interests and obligations under the Contract to Assignee, and Assignee desires to accept the assignment thereof, assume the liabilities and obligations thereunder, and agrees to perform and discharge all of the various obligations, duties, and covenants under or with respect to or in any way arising out of or relating to the Contract including, but not limited to, the terms contained in Exhibits A and B of the Contract; and

E. WHEREAS, Assignor has made a formal request to Commission, pursuant to Section 19 of the Agreement, to assign the Contract to Assignee; and

F. WHEREAS, in conjunction with the approval and execution of this Assignment, the Commission will provide with its consent to the Assignment, upon Assignee’s satisfactory compliance with the terms and conditions of the Contract, including, but not limited to, compliance with all applicable insurance requirements.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Assignment of Rights, Title and Interest. Effective November 1, 2024, Assignor hereby assigns to Assignee all of its rights, title, and interests in and to the Contract.
3. Assumption of Obligations and Liabilities. Effective November 1, 2024, Assignee hereby assumes all of Assignor's obligations and liabilities under the Contract and agrees to fulfill, perform, and discharge all of the various obligations, duties, and covenants under or with respect to or in any way arising out of or relating to the Contract including, Exhibits A and B.
4. Consent of Commission. Commission hereby consents to this Assignment, contingent upon complete execution of this Assignment and satisfactory compliance with all terms and conditions of the Contract by Assignee, including, but not limited to, compliance with all applicable insurance requirements.
5. Contract to Remain the Same. Nothing contained herein shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Contract in any matter whatsoever. In the event of any conflict between this Assignment and the Contract, the provisions of the Contract shall control.

6. Notices. All notices hereunder and communications regarding the interpretations of the terms of this Assignment, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Commission:	Riverside County Children and Families Commission Tammi Graham Executive Director 585 Technology Court Riverside, CA 92507-2423
Assignee:	Accenture LLP Mark O'Connor Managing Director Accenture Tower, 500 West Madison St Chicago, IL 60661

7. Binding Effect. This Assignment shall be binding on and shall inure to the benefit of the Parties hereto, their respective heirs, executors, administrators, successors-in-interest, and assigns.

8. Amendments to Assignment. No addition to, or alteration of, the terms of this Assignment, whether written or verbal, by the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Assignment which is formally approved and executed by each of the Parties hereto.

9. Governing Law. This Assignment is made and entered to in the State of California and shall, in all respects, be governed by, enforced, and construed in accordance with the laws of the State of California.

10. Effect of Partial Invalidity. If any term, provision, or application of this Assignment is held invalid or unenforceable, the remainder of this Assignment and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable.

11. Time of Essence. Time is of the essence on this Assignment.

12. Authority to Execute. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Assignment and that such execution is binding on upon the Party for which he or she is executing this document.

13. Counterparts. This Assignment may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on the date first above written.

ASSIGNOR

NAVISITE, LLC

Dated: 02/25/2025

By: *Peter Salamanca*
Peter Salamanca (Feb 25, 2025 15:51 EST)
Pete Salamanca
Chief Operating Officer

ASSIGNEE

ACCENTURE LLP

Dated: 02/25/2025

By: *Mark O'Connor*
Mark O'Connor (Feb 25, 2025 15:53 EST)
Mark O'Connor
Managing Director