

**ASSIGNMENT AND ASSUMPTION OF
MASTER SERVICE AGREEMENT AND STATEMENT OF WORK**

This Assignment and Assumption of Contract ("Amendment") is made and entered into by and between the SeeClickFix, Inc., ("ASSIGNOR"), the CivicPlus, LLC, ("ASSIGNEE"), and the City of North Port, Florida, a Florida municipality ("CLIENT").

WITNESSETH

WHEREAS, ASSIGNOR and CLIENT entered into a Master Service Agreement and a Master Service Agreement and Statement of Work Addendum, both dated September 27, 2016 (the "Contract"); and

WHEREAS, ASSIGNOR was acquired and is now wholly owned by ASSIGNEE on October 11, 2019, at which time ASSIGNEE assumed all obligations and responsibilities of ASSIGNOR under the Contract; and

WHEREAS, ASSIGNOR desires to assign not only its rights under the Contract but also its obligations and responsibilities under the Contract to ASSIGNEE; and

WHEREAS, ASSIGNOR may assign its interest in the Contract, upon 30 days notification to CLIENT pursuant to Section F.9. of the Contract; and

WHEREAS, ASSIGNOR and CLIENT desire to memorialize the assignment and assumption of the Contract.

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

1. Effective January 17 2023, ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR's rights, obligations and responsibilities under the Contract, and ASSIGNEE hereby agrees to assume all of ASSIGNOR's obligations and responsibilities under the Contract, including but not limited to ASSIGNOR's obligations and responsibilities for all work performed under the Contract by ASSIGNOR before January 17, 2023.
2. CLIENT specifically consents to the assignment of all of ASSIGNOR's obligations, responsibilities, and duties under the Contract and all of ASSIGNOR's rights, titles, and interests in and to the Contract to ASSIGNEE.
3. The terms of this Assignment and Assumption shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors and assigns.
4. This Assignment and Assumption may be executed in any number of counterparts which, collectively, shall constitute one and the same instrument.

