

**Municode LLC**  
**Exhibit C**

**ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT**

This Assignment, Assumption, and Consent Agreement (this “Assignment Consent”) is entered into effective as of the date of last signature, and is by and among Municode LLC (“Assignor”), a Delaware limited liability company, and wholly owned subsidiary of CivicPlus, LLC, and CivicPlus, LLC, a Kansas limited liability company duly qualified to conduct business in the State of California, (“Assignee”).

**RECITALS**

A. Assignor is “Contractor” under that certain Agreement for Services #509-S1711 with County dated June 20, 2017 (the “Service Agreement”).

B. The Service Agreement pertains to ordinance code codification services for the County’s Board of Supervisors Office.

C. This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service Agreement from Assignor to Assignee; (ii) the Assignee’s agreement to accept, assume, and discharge all of Assignor’s duties, obligations, and liabilities related thereto; and (iii) County’s consent thereto.

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

1. Assignment. Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Service Agreement and all of Assignor’s rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.

2. Assumption. Assignee hereby agrees to take assignment of the Service Agreement. As such, Assignee hereby assumes all of Assignor’s rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement and agrees to be bound by all of the terms and conditions of the Service Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Service Agreement, and to receive the benefits of the Service Agreement, all from and after the Effective Date hereof.

3. Counterparts. This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.

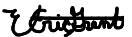
5. Headings. The headings in this Assignment Consent are for reference only and do not affect the interpretation.

6. Successors and Assigns. This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Consent on the dates indicated below.

**Assignor:**

**MUNICODE LLC**

**By:**   
W. Eric Grant (Jan 28, 2022 14:33 EST)


**Name:** W. Eric Grant

**Title:** President

**Date:** 01/28/2022

**Assignee:**

**CIVICPLUS, LLC**

**By:**   
Amy Vikander (Jan 28, 2022 13:37 CST)

**Name:** Amy Vikander

**Title:** Senior Vice President of Customer Success

**Date:** 01/28/2022