AGREEMENT FOR ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES UNDER AGREEMENT NO. A-23-552

This Agreement for Assignment of Rights and Delegation of Duties ("Assignment") is dated February 10, 2026 and is between eCivis, Inc., a Delaware corporation ("Assignor"), Euna Solutions, Inc., a Delaware corporation ("Assignee" or "Contractor"), and the County of Fresno, a political subdivision of the State of California ("County"). The County, the Assignor, and the Assignee shall also be referred to herein singularly as "Party" and collectively as "Parties".

Recitals

A. The County and the Assignor entered into County Agreement No. A-23-552, dated October 10, 2023 ("Agreement"), for the Assignor to provide a grants management system to identify, research, and manage grants and grant-funding post award.

B. The Assignor informed the County via email on October 15, 2025, that the Assignor now operates under the Assignee's legal entity.

C. Section 12.2 of the Agreement allows for the assignment of the Agreement with written consent of both parties. The Assignor wishes to assign, transfer, and delegate all of its rights, benefits, responsibilities, and obligations under the Agreement to the Assignee.

D. The Assignee represents that it is willing and qualified to accept the assignment of rights and delegation of obligations of the Assignor under the Agreement and agrees to each term and condition of the Agreement.

E. The Assignor represents that it does not have any claims against the County, including claims for payments.

F. The County and the Assignor now desire to assign the Agreement to the Assignee.

The Parties therefore agree as follows:

Assignment

1. The Assignor hereby assigns to the Assignee all of the Assignor's rights and interests in and to the Agreement; and further delegates to the Assignee all of the Assignor's duties, obligations of performance, and liabilities under the Agreement.

Acceptance

2. The Assignee agrees, as a direct obligation to the County and without qualification or reservation of rights, to perform each and every one of the Assignor's obligations and responsibilities under the Agreement as though the Assignee was the signatory party to the Agreement in lieu of the Assignor. As such, the Assignee agrees that its liability under the Agreement shall include liability accruing as a result of the Assignor's, as well as the Assignee's, performance or failure to perform its obligations under the Agreement. By its acceptance of said obligations of the Assignor under the Agreement, the Assignee further agrees to hold the Assignor harmless from any liability for performance or nonperformance of such obligations, from and after the effective date of this Assignment throughout the remaining term of the Agreement.

3. The Assignee represents to the County that the Assignee's agent for service of process is in California, and that such agent's address for receiving such service of process in California, which information the Contractor shall maintain with the office of the California Secretary of State, is as follows:

1505 Corporation
CSC – Lawyers Incorporating Services
2710 Gateway Oaks Drive
Sacramento, CA 95833

The Assignee further represents to the County that if the Assignee changes its agent for service process in California, or the Assignee's agent for service process in California changes its address for receiving such service of process in California, which changed information the Assignee shall maintain with the office of the California Secretary of State, the Assignee shall give the County written notice thereof within five calendar days thereof pursuant to Article 5 of the Agreement.

Authorization

4. Each person executing this Assignment in a representative capacity hereby warrants and represents that he or she is authorized to do so and that his or her signature shall be binding on that Party.
5. The Parties agree that this Assignment may be executed by electronic signatures as provided in this section.
    i. An “electronic signature” means any symbol or process intended by an individual signing this Assignment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
    ii. Each electronic signature affixed or attached to this Assignment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Assignment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
    iii. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
    iv. Each Party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other Party may rely upon that representation.
    v. This Assignment is not conditioned upon the Parties conducting the transactions under it by electronic means and either Party may sign this Assignment with an original handwritten signature.

6. The Parties agree that this Assignment is sufficient to assign the Agreement, and that upon execution of this Assignment, the Agreement, and this Assignment, together shall be considered the Agreement.
7. This Assignment shall be retroactively effective as of January 1, 2025. All provisions, terms, covenants, conditions, and promises contained in the Agreement and not amended shall remain in full force and effect.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Assignment on the date stated in the introductory clause.

ASSIGNOR

Brenna Lenchak (Jan 28, 2026 10:22:26 EST)

Brenna Lenchak, Corporate Secretary

1155 Perimeter Center West, Suite 500
Sandy Springs, GA 30338

ASSIGNEE

Brenna Lenchak (Jan 28, 2026 10:22:26 EST)

Brenna Lenchak, Corporate Secretary

1155 Perimeter Center West, Suite 500
Sandy Springs, GA 30338

For accounting use only:

Org No.:	8905
Account No.:	7309
Fund No.:	1020
Subclass.:	10000

COUNTY OF FRESNO

Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy