

## ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This Assignment, Assumption and Consent Agreement ("Assignment") is entered into as of \_\_\_\_\_, 2016 (the "Effective Date"), by and among ACS Enterprise Solutions, LLC, ("Assignor"), the City of Riverside, a California charter city and municipal corporation ("Assignee" or "City"), and Xerox Corporation, a California corporation ("Xerox").

WHEREAS, Assignor and Assignee have entered into an Information Technology and Telecommunications Service Agreement (the "Agreement") in May, 2008: and

WHEREAS, Assignor and Assignee executed a First Amendment to the Agreement on December 22, 2010, (the "First Amendment") wherein certain additional services, hardware, remote care, and consumables fulfillment services were added to the Agreement; and

WHEREAS, Assignor and Assignee executed the Fourth Amendment to the Agreement on July 28, 2014, (the "Fourth Amendment") wherein revisions and additions were made to the scope of services provided to Assignee; and

WHEREAS, the Fourth Amendment incorporates Appendices A, B and C, which provide for Xerox Print Technology, as defined in the Agreement, to be provided to Assignee; and

WHEREAS, Appendix C to the Fourth Amendment constitutes a Managed Services Order (MSO#7102773-001), between Assignor and Xerox, which includes Addenda and Attachments as listed on the MSO as well as Appendix B to the Fourth Amendment, listing the termination charges applicable to the MSO (collectively, "the MSO"); and

WHEREAS, Sections 5 and 7 of the Fourth Amendment describes a process for Assignor to assign the MSO to Assignee; and

WHEREAS, Assignor desires to assign, and Assignee agrees to accept the assignment of the MSO pursuant to the assignment provisions contained in the Fourth Amendment and its appendices;

NOW, THEREFORE, in consideration of the above and intending to be legally bound, the Parties agree as follows:

1. As of the Effective Date, Assignor assigns to Assignee, and Assignee accepts and assumes all of Assignor's obligations, rights, title, and interest in and pursuant to the MSO.
2. The Parties agree that, in accordance with Sections 5 and 7 of the Fourth Amendment, as of the Effective Date, the MSO shall be governed by the terms and conditions of the Agreement between the Midwestern Higher Education Commission ("MHEC") and Xerox Corporation effective July 1, 2008 (the "MHEC Agreement").
3. Assignor remains liable to Xerox for its obligations under the Agreement arising prior to the Effective Date.
4. Xerox consents to this Assignment, but expressly prohibits any further assignment without Xerox's prior written approval.

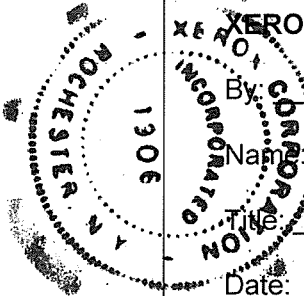

5. Except as specifically provided herein, all terms and conditions of the Agreement, the Fourth Amendment and the MSO remain in full force and effect and are incorporated by reference as though fully stated herein. In the event of any conflict between this Assignment and the foregoing documents, this Assignment governs.
6. This Assignment may be executed in multiple counterparts, which together constitute one Assignment binding on the Parties, notwithstanding that the Parties have not signed the same counterpart. This Assignment may not be amended except in writing signed by the parties.

ACCEPTED AND AGREED TO BY:

<b>ACS ENTERPRISE SOLUTIONS, LLC</b>  By: _____  Name: _____  Title: _____  Date: _____	<b>CITY OF RIVERSIDE</b>  By: _____  Name: _____  Title: _____  Date: _____  ATTEST:  By: _____  Name: _____  Title: _____  Date: _____
<b>XEROX CORPORATION</b>  By: _____  Name: _____  Title: _____  Date: _____  & By: <u>Marie E. Nelson</u> Name: <u>Marie E. Nelson</u> Title: <u>Industry Vice President</u> Date: <u>6-8-16</u>	

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ACCEPTED AND AGREED TO BY:

<p><b>ACS ENTERPRISE SOLUTIONS, LLC</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>CITY OF RIVERSIDE</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
 <p><b>XEROX CORPORATION</b></p> <p>By:  _____</p> <p>Name: Wolf von Bistram</p> <p>Title: Finance Director</p> <p>Date: 06/07/2016</p> <p>&amp;</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ATTEST:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

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ACCEPTED AND AGREED TO BY:

<b>ACS ENTERPRISE SOLUTIONS, LLC</b> By: <u>[Signature]</u> Name: <u>LOUIS SCHIAVONE JR.</u> Title: <u>VP</u> Date: <u>6/6/16</u>	<b>CITY OF RIVERSIDE</b> By: _____ Name: _____ Title: _____ Date: _____  ATTEST: By: _____ Name: _____ Title: _____ Date: _____   APPROVED AS TO FORM BY: <u>[Signature]</u> Deputy City Attorney
<b>XEROX CORPORATION</b> By: <u>[Signature]</u> Name: Wolf von Bistram Title: Finance Director Date: 06/03/2016  & By: _____ Name: _____ Title: _____ Date: _____	