# ASSIGNMENT AND ASSUMPTION OF MASTER CONTRACT FOR AN AUTOMATED VEHICLE LOCATION SYSTEM, HOSTED SOFTWARE, AND SERVICES AGREEMENT

## ASSIGNMENT OF CONTRACT

For value received, CalAmp Radio Satellite Integrators, Inc. ("Assignor") hereby assigns to CalAmp Wireless Networks Corporation ("Assignee"), effective upon execution, all of the rights, title, interest, duties and obligations in, to and under, that certain Master Contract for an Automated Vehicle Location System, Hosted Software, and Services Agreement (the "Contract"), effective as of August 29, 2012, as amended by Amendment No. 1 on December 11, 2012, Amendment No. 2 on October 8, 2013, Amendment No. 3 on September 29, 2014, Amendment No. 4 on October 13, 2014, Amendment No. 5 on February 4, 2015, Amendment No. 6 on May 13, 2015, Amendment No. 7 on June 22, 2017, and Amendment No.8 on September 26, 2017, by and between SNOHOMISH COUNTY (the "County"), a political subdivision of the State of Washington, and CALAMP RADIO SATELLITE INTEGRATORS, INC.

The undersigned acknowledges that he/she is authorized to execute this Assignment and bind the Assignor to the obligations set forth herein.

DATED this 1212 day of January, 2018.

CALAMP RADIO SATELLITE INTEGRATORS, INC.

By San h. Gasland

Title: SVP/GM SaaS

#### ASSUMPTION OF CONTRACT

In consideration of the above Assignment and the County's Consent to Assignment and Assumption of the Contract, Assignee hereby accepts the foregoing assignment and assumes all of the rights, title, interest, duties and obligations under the Contract that arise after the effective date of the County's written Consent to Assignment and Assumption of the Contract.

Assignee's address for the purpose of notification by the County is: CalAmp Wireless Networks Corporation, 19144 Van Ness Avenue, Torrance, CA 90501.

The undersigned acknowledges that he/she is authorized to execute this Assumption and bind the Assignee to the obligations set forth herein.

DATED this /2/4 day of January, 2018.

## CONSENT TO ASSIGNMENT AND ASSUMPTION

In consideration of the terms and conditions of the foregoing Assignment and Assumption and Section 17 of the Contract, the County hereby acknowledges and consents to said Assignment and Assumption.

Upon the effective date of the County's Consent to Assignment and Assumption of the Contract, the County releases and discharges Assignor of and from all obligations and responsibilities under the Contract arising after the effective date of such written Consent. Nothing in this Assignment or Consent shall relieve Assignor of or from any liabilities or obligations arising prior to the effective date of the County's Consent to Assignment and Assumption. The County's Consent to Assignment and Assumption shall not constitute a waiver of the County's right to consent to subsequent assignments.

The effective date of the County's Consent to Assignment and Assumption shall be the date of execution by the County as shown below.

The undersigned acknowledges that he is authorized to execute this Consent to Assignment and Assumption on behalf of the County and bind the County to the obligations set forth herein.

# SNOHOMISH COUNTY

By A	KEN KLEIN Executive Director
County Executive	-
Date: 1/20/18	
Approved as to form only:	
1771	1/18/18
Deputy Prosecuting Attorney	Date