

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

NOVATION AGREEMENT

THIS NOVATION AGREEMENT (“Novation”) is made as of **December 20, 2022** in San Francisco, California, by and between **Tiburon Inc.**, a now dissolved corporation formerly organized under the laws of **Virginia** with its principal office in **San Ramon, CA** (“Transferor”), **CentralSquare Technologies, LLC**, a corporation duly organized and existing under the laws of **Delaware** with its principal office in **Lake Mary, FL** (“Transferee”), and City and County of San Francisco, a municipal corporation (“City”).

Recitals

WHEREAS, Transferor is a party to the Agreement (as defined below); and

WHEREAS, Transferor desires to transfer the Agreement, and Transferee desires to assume the Agreement in full, each on the terms and conditions set forth herein; and

WHEREAS, Transferor warrants that Transferee is able to fully perform all obligations that may exist under the Agreement, and

WHEREAS, Transferee warrants that it is able to fully perform all obligations that may exist under this Agreement, and

WHEREAS, It is consistent with the City’s interest to recognize the Transferee as the successor party to the Agreement, and

WHEREAS, Transferor has transferred to the Transferee all the assets of the Transferor that are used for the performance of the Agreement and documents evidencing of the above transfer has been filed with the City, and

WHEREAS, the City consents to the transfer of the Agreement based on Transferor’s warranties stated herein and under the terms below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Novation, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Transferor and Transferee agree as follows:

Article 1 Definitions

The following definitions apply to this Novation:

1.1 “Agreement”

“Agreement” means the agreement dated **June 29, 2012** between Transferor and City and County of San Francisco, a municipal corporation as amended by the first amendment of **October 30, 2019**. The Agreement and any amendments or modifications **are** attached to this Novation as Appendix A.

1.2 “Effective Date” means the first day in which the Transferor is obligated to perform the services and assumes obligations as prescribed in the Agreement.

1.3 Other terms used and not defined in this Novation shall have the meanings assigned to such terms in the Agreement.

Article 2 Transfer of Agreement

2.1 **Transfer.** Transferor hereby assigns, transfers and conveys to Transferee all of Transferor’s rights, title and interest in and to the Agreement and all of Transferor’s duties and obligations thereunder.

2.2 **Acceptance.** Transferee hereby accepts the transfer and conveyance set forth in Article 2.1 and agrees to perform all of Transferor’s duties and obligations under the Agreement.

2.3 **Rights to Enforce.** Subject to the terms of the Agreement, this Novation shall be binding upon, and inure to the benefit of, the parties hereto and their successors and transferees. Nothing in this Novation, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and Transferees) any legal or equitable right, remedy or claim under or in respect of this Novation or any covenants, conditions or provisions contained herein.

2.4 **Consent of City.** The City consents to the transfer described in this Article 2 based on the evidence provided below, which indicates that Transferee is in a position to fully perform all obligations that may and will exist under the Agreement. All the evidence is attached to this Novation as Appendix B. Further, each of Transferor and Transferee acknowledges that the prior written consent of City to this Novation is required under the terms of the Agreement. City shall have the right to enforce this Novation.

2.4.1 A letter by Transferee’s general counsel stating that the transaction was properly affected under the applicable state law, confirming that Transferee is able to assume all liabilities and obligations of the Agreement by and between Transferor and the City, and confirming that all aspect of the Agreement, including the price of the Agreement, will remain unchanged.

2.4.2 An authenticated copy of the Transferee’s certificate and articles of incorporation.

2.5 **Successor.** The City recognizes the Transferee as the Transferor’s successor in interest in and to the Agreement. The Transferee by this Novation becomes liable for all responsibilities and entitled to all rights, titles, and interests of the Transferor in and to the Agreement. The City will treat the Transferee as if the Transferee were the original party to the Agreement. Following the Novation, the term “Contractor,” as used in the Agreement, shall

refer to the Transferee. The Agreement shall remain in full force and effect, except as modified by this Novation. Each party has executed this Novation as of the day and year first above written.

2.6 **Further Assurances.** From and after the date of this Novation, Transferor and Transferee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Novation or as may be required by City.

Article 3 Obligations and Liabilities

3.1 **Transfer, Waiver, and Assumption.** The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the City that it now has or may have in the future in connection with the Agreement. The Transferee agrees to be bound by and to perform the Agreement in accordance with the conditions contained therein. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Agreement as if the Transferee were the original party to the Agreement. The Transferee ratifies all previous actions taken by the Transferor with respect to the Agreement, with the same force and effect as if the action has been taken by the Transferee. Except as expressly provided in this Novation, nothing in it shall be construed as a waiver of any rights of the City against the Transferor.

3.2 **Past Payments.** All payments and reimbursements previously made by City to the Transferor, and all other previous actions taken by City under the Agreement, shall be considered to have discharged those parts of City's obligations thereunder. All payments and reimbursements made by City after the date of this Novation in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of City's obligations under the Agreement, to the extent of the amounts paid or reimbursed. The Transferor and the Transferee agree and confirm that City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Novation, other than those that City in the absence of this transfer would have been obligated to pay or reimburse under the terms of the Agreement.

Article 4 Insurance and Indemnification

4.1 **Insurance Certificates.** For this Novation to be effective, Transferee shall provide to City insurance certificates and endorsements for the identical type and amount of coverage currently required under the Agreement.

4.2 **City.** Transferor and Transferee shall, to the fullest extent permitted by law, indemnify, defend and protect City, and hold City harmless from and against any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of Transferor and/or Transferee's failure to comply with any term or obligation of this Novation or the Agreement. Defense obligations under this Section 4.2 shall be provided immediately following a tender of defense.

Article 5 General Provisions

5.1 **Governing Law.** This Novation shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

5.2 **Headings.** All section headings and captions contained in this Novation are for reference only and shall not be considered in construing this Novation.

5.3 **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Novation or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (i) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (ii) hand delivered or (iii) sent via email with a return receipt. All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Transferor, Transferee or City may designate a new address for purposes of this Section by notice to the other signatories to this Novation.

If to Transferee:

CentralSquare Technologies, LLC
Attn: Legal/Contracts
1000 Business Center Drive
Lake Mary, FL 32746
Contract.requests@centralsquare.com

If to City:

Attn: Rachel Emanuel
Department of Emergency Management
1011 Turk
San Francisco, CA 94102

5.4 **Entire Agreement.** This Novation sets forth the entire agreement between Transferor and Transferee relating to the Agreement and supersedes all other oral or written provisions.

5.5 **Severability.** Should the application of any word, phrase, clause, sentence, paragraph and/or provision of this Novation to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other words, phrases, clauses, sentences, paragraphs and/or provisions of this Novation shall not be affected or impaired thereby and (ii) such words, phrases, clauses, sentences, paragraphs and/or provisions shall be enforced to the maximum extent possible so as to effect the intent of Transferor, Transferee and City.

IN WITNESS WHEREOF, Transferor and Transferee have each duly executed this Novation as of the date first referenced above.

TRANSFEROR

TRANSFEEE

**Tiburon Inc
67815**

**Central Square
000048479**

By DocuSigned by:
Ron Anderson
CA1F6996BA0C4F7

By DocuSigned by:
Ron Anderson
CA1F6996BA0C4F7...

Title Vice President of Sales

Title vice President of Sales

City hereby consents to the transfer described in Article 2 of this Novation.

Recommended by:

Approved:
Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

DocuSigned by:
Will Lee for Mary Ellen Carroll
7F6818D4149D44A...

By: DocuSigned by:
Wil Alderman
A22523F97D49425... Sailaja

Mary Ellen Carroll
Executive Director
Department of Emergency Management

Kurella Director of the Office of
Contract Administration, and
Purchaser

Approved as to Form:

David Chiu
City Attorney

By DocuSigned by:
Christina Fletes-Romo
A850801BCFA0411...
Christina Fletes-Romo
Deputy City Attorney

Attached:

Appendix A: Agreement

Appendix B: Documentation of Transfer and Confirmation of Assumption of Liabilities & Obligations

Appendix C: Certificate of Formation

APPENDIX A - Agreement

The Agreement dated **June 29, 2012** between Contractor and City, as amended by the:

First amendment date October 30, 2019

Separate documents



APPENDIX B – Documentation of Transfer and Confirmation of Assumption of Liabilities and Obligations under the Agreement

CONFIDENTIAL

October 5, 2022

Re: CentralSquare Technologies, LLC Summary of Tiburon Ownership and Dissolution

To Whom it May Concern:

The undersigned serves as General Counsel and Corporate Secretary for CentralSquare Technologies, LLC a Delaware limited liability company, and its wholly owned subsidiaries, (collectively “CentralSquare”). The purpose of this letter is to provide a record of Tiburon, Inc.’s (“Tiburon”) ownership and subsequent dissolution.

Bain Capital Private Equity, LP (“Bain”) and Vista Equity Partners Management, LLC (“Vista”) entered into a joint business venture and used certain private funds to acquire and combine Superior, LLC (“Superior”), TriTech Software Systems (“TriTech”), and the public sector business of Apteon, Inc. and Yaletown Acquiror S.à.r.l., (“Apteon Public Sector”), and these entities’ various wholly owned subsidiaries and subsequently created CentralSquare. Tiburon, including all assets and obligations, were acquired through the acquisition of TriTech. Following the formation of CentralSquare, Tiburon operated as a separate wholly owned entity until January 1, 2020 (“Dissolution Date”). Following the Dissolution Date, all of Tiburon’s assets were rolled up into TriTech Software Systems. The direct parent entity of TriTech Software Systems is CentralSquare Technologies, LLC. Therefore, all obligations under Tiburon, Inc. now reside with CentralSquare Technologies, LLC.

The transactions described above were properly affected under the applicable state law. CentralSquare Technologies, LLC controls the company and employees, and is able to assume



all liabilities and obligations of the Agreement by and between Tiburon, Inc. and the City of San Francisco, California. All aspects of the Agreement will remain as-is, including pricing and payment.

If you have any questions regarding the business operations of CentralSquare, please reach out via email to Barry.Medintz@centralsquare.com

Regards,

DocuSigned by:
Ron Anderson
CA1F6996BA0C4F7...

Ron Anderson

Interim Chief Revenue Officer
CentralSquare Technologies, LLC