

Novation and Assignment Agreement

Existing Customer Legal Name ("Transferor") and Address:	LightEdge Solutions, LLC. ("LightEdge"):
Company: Jose Rivera Address: 1807 Poquito St APT 39 City/State/Zip: Austin, TX 78702	LightEdge Solutions, LLC 909 Locust Street, Suite 301 Des Moines, Iowa 50309
Existing Customer Legal Contact	LightEdge Legal Contact
Name: Jose Rivera Title: President Telephone: 512-947-6195 E-mail: j@jriv.us	LightEdge Contract Management Phone: 515-471-1000 Fax: 515-471-1112 E-mail: legal@lightedge.com

New CUSTOMER Legal Name ("Party in Substitution") and Address:	
Legal Name: CyberPC Angel, LLC	Tax ID (EIN): 45-3982091
Corporate form (Inc., LLC etc.): LLC	State of incorporation or formation (DE, IA etc.): TX
Address: 5900 Balcones Drive #5505 Austin, TX 78731	DUNS # (if, any):
Authorized Contacts	
Primary Contact	Billing Contact
Name: Jose Rivera	Name: Jose Rivera
Title: President	Title: President
Address (if different than Customer address):	Address (if different than Customer address):
E-mail: joe.rivera@cyberpcangel.com	E-mail: joe.rivera@cyberpcangel.com
Phone: 737-202-6572	Phone: 737-202-6572

This Novation and Assignment Agreement (the "**Novation Agreement**") is made as of **May 10, 2024** (the "**Effective Date**"), between LightEdge, Transferor and Party in Substitution, together, the "**Parties**", and each, a "**Party**".

RECITALS

- A. WHEREAS, Transferor and LightEdge have entered into an Original Agreement (as this term is defined below);
- B. WHEREAS, Transferor hereto desire to transfer all of its rights and obligations under the Original Agreement to Party in Substitution, on the terms and subject to the conditions set forth herein; and
- C. NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
1. **Definitions.** Capitalized terms used and not defined in this Novation Agreement have the respective meanings assigned to them in the Original Agreement.
 2. **Contract(s) Subject to This Novation Agreement.** This Novation Agreement is entered into with reference to that certain Master Agreement by and between Transferor and Remaining Party, dated as of **July 14, 2023** as amended from time to time, as well as any ancillary agreement(s), including but not limited to, (i) any data privacy agreement, such as business associate agreements, and (ii) any service order or similar agreement, such as purchase agreements or statement of works (altogether, the "**Original Agreement** ").
 3. **Novation Agreement.** Party in Substitution shall be substituted for Transferor in the Original Agreement and shall acquire all the rights and become obligated to perform all the duties of Transferor that are hereby fully assigned and delegated to Party in Substitution. Party in Substitution undertakes full performance of the Original Agreement in the place of Transferor and makes a separate promise to faithfully and fully so perform.
 4. **Release of Transferor from Liabilities.** In consideration of this novation, Transferor shall be relieved of all obligations to perform under the Original Agreement and shall be fully relieved of liability to any other party to this Novation Agreement arising out of the Original Agreement.
 5. **Effectiveness; Limited Effect; No Modifications.** This Novation Agreement will become effective on the Effective Date. Except as expressly provided in this Novation Agreement, all of the terms and provisions of the Original Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Original Agreement.
 6. **Representations & Warranties.** Each Party hereby represents and warrants to the other Party that: (a) it has the full right, power, and authority to enter into this Novation Agreement and to perform its obligations hereunder and (b) the execution of this Novation Agreement by the individual whose signature is set forth at the end of this Novation Agreement on behalf of such Party, and the delivery of this Novation Agreement by such Party, have been duly authorized by all necessary action on the part of such Party.
 7. **Miscellaneous.**
 - 7.1. This Novation Agreement and all matters arising out of or relating to this Novation Agreement, are governed by, and construed in accordance with, the governing law provision of the Original Agreement.
 - 7.2. This Novation Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.
 - 7.3. This Novation Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CyberPC Angel, LLC

By  5/13/2024

Name: Jose Rivera

Title: President

Jose Rivera

By  5/13/2024

Name: Jose Rivera

Title: N/A

LightEdge Solutions, LLC

By _____

Name: Mehdi Benlaala

Title: Vice President of Legal Affairs