

CONSENT TO CONTRACT(S) ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Stryker Sales Corporation, 2825 Airview Blvd, Kalamazoo, MI 49002 (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Stryker Sales, LLC 2825 Airview Blvd, Kalamazoo, MI 49002 (hereinafter "Assignee") in the contract(s) described as follows:

Contract(s) existing at the time of assignment by and between County and Assignor, including contract being awarded by County to Assignor on September 28, 2021 via Sole Source Provider, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract(s) or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract(s) to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract(s).
2. Following the execution of this Consent to Contract(s) Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract(s) as if Assignee was an original party to the Contract(s).
3. Assignor and Assignee have agreed the assignment of the Contract(s) shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY THIRD PARTY CLAIM OR ACTION BASED ON OR ARISING OUT OF OF A DEFECT IN WORKMANSHIP OR DESIGN OF THE PRODUCTS. THIS INDEMNIFICATION APPLIES ONLY IF THE INSTRUCTIONS OUTLINED IN THE PRODUCT'S LABELING, MANUAL, AND/OR INSTRUCTIONS FOR USE ARE FOLLOWED. THIS INDEMNIFICATION DOES NOT APPLY TO LIABILITY AND/OR DAMAGES ARISING FROM: (I) AN INJURY DUE TO THE NEGLIGENCE OF ANY PERSON OTHER THAN AN EMPLOYEE OR AGENT OF ASSIGNEE; (II) THE FAILURE OF ANY PERSON OTHER THAN AN EMPLOYEE OR AGENT OF ASSIGNEE TO FOLLOW ANY INSTRUCTIONS FOR USE OF THE PRODUCT; OR (III) THE USE OF ANY PRODUCT NOT PURCHASED FROM ASSIGNEE, OR PRODUCT THAT HAS BEEN MODIFIED, ALTERED, REPROCESSED, OR REPAIRED BY ANY PERSON OTHER THAN AN EMPLOYEE OF AGENT OF ASSIGNEE.

4. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract(s) to Assignee.

5. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract(s) Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract(s) Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.
6. Each party to this Consent to Contract(s) Assignment acknowledges that it and its counsel have reviewed this Consent to Contract(s) Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract(s) Assignment.
7. Each party to this Consent to Contract(s) Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract(s) Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract(s) Assignment is governed by the laws of the United States, this Consent to Contract(s) Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
8. This Consent to Contract(s) Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract(s) Assignment may be amended only by written instrument signed by each party.

AGREED, signed, and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: __, 20__

ASSIGNOR:

Stryker Sales Corporation

By: Kimberly Plested

Printed Name: Kimberly Plested

Title: Associate Manager, Contracts and Pricing

Date: May 23, 2022

ASSIGNEE:

Stryker Sales, LLC

By: Jennifer N. Collins

Printed Name: Jennifer N. Collins

Title: Manager, Contracts and Pricing

Date: May 23, 2022