



Purchasing Department
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**MODIFICATION 1
ASSIGNMENT AND NOVATION AGREEMENT**

DATE: September 25, 2025

CONTRACT TITLE: University Event Security Services

CONTRACT NO: GMU-SS0906-24-02

TRANSFEROR CONTRACTOR: USNIA, Inc. (“USNIA”)

TRANSFeree CONTRACTOR: Enterprise Security Services Corporation (“ESSC”)

CURRENT PERIOD OF PERFORMANCE: 04/01/2025 – 03/31/2026

RENEWALS: 04/01/2026 – 03/31/2027
04/01/2027 – 03/31/2028
04/01/2028 – 03/31/2029
04/01/2029 – 03/31/2030

CONTRACT FINAL EXPIRATION: 03/31/2030

CONTRACT ADMINISTRATOR: David Farris, Assistant Vice President, Risk, Safety, & Resilience

NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT (“Novation Agreement”) is entered into this 25 day of September 2025 (the “Effective Date”) by and among USNIA, Inc. (“USNIA” or “Assignor”), the Enterprise Security Services Corporation (“ESSC” or “Assignee”) and George Mason University (“Client”) (collectively, the “Parties”).

WHEREAS, Assignor and Client entered into that certain agreement titled Standard Contract *GMU-SS0906-02* (the “**Original Agreement**”), to provide University Event Security Services to Client on an as-needed basis through subsequent Statements of Work; and

WHEREAS, Assignor has rebranded as the Enterprise Security Services Corporation and now desires Assignee to replace Assignor as a party to the Original Agreement with Client, so that the benefit and burden of the Original Agreement shall be vested in Assignee in place of Assignor as of the Effective Date herein; and

WHEREAS, Client wishes to consent to this Assignment and Novation Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Client entered into the Original Agreement with Assignor on April 1, 2025. As referred to herein, the Original Agreement shall include any purchase orders, Statements of Work, and modifications made between Client and the Assignor before the Effective Date of this Novation Agreement

2. Assignor hereby transfers, conveys, and assigns to Assignee all of Assignor's rights, titles, interests, duties, obligations, and liabilities in and arising from the Original Agreement as of the Effective Date.
3. The Assignee hereby agrees to be bound by and to perform the Original Agreement in accordance with the terms and conditions contained within the Original Agreement and hereby assumes, as of the Effective Date, all obligations, duties, and liabilities of the Assignor under the Original Agreement as if the Assignee were the original party to the Original Agreement.
4. Client hereby consents to the assignment and assumption set forth in the Paragraphs 1, 2, and 3 above and acknowledges that this Novation Agreement substitutes the Assignee for Assignor as a party to the Original Agreement as of the Effective Date. As of the Effective Date, all references in the Original Agreement to Assignor shall be considered references to Assignee.
5. The Assignee agrees that it is in a position to fully perform all obligations that may exist under the Original Agreement.
6. As of and from the Effective Date, Client releases, relieves, and discharges Assignor from all of its duties, obligations and liabilities arising out of or accruing under the Original Agreement; PROVIDED, however, that nothing contained herein shall be construed as a release of Assignor from any obligations or liability under the Original Agreement, which obligations or liability accrued prior to the Effective Date.
7. The address of Assignee for notices under the Original Agreement and this Novation Agreement shall be:

Enterprise Security Services Corporation (ESCC)
405 E Laburnum Ave
STE 3 351
Richmond VA 23222

8. All payments and reimbursements previously made by Client to the Assignor under the Original Agreement, and all other previous actions taken by Client under the Original Agreement, shall be considered to have discharged those parts of Client's obligations under the Original Agreement and shall have the same force and effect as if made to the Assignee, and shall constitute a complete discharge of Client's obligations under the Original Agreement to the extent of the amounts paid or reimbursed. All payments and reimbursements made by Client under the Original Agreement after the Effective Date of this Novation Agreement in the name of or to the Assignor shall have the same force and effect as if made to the Assignee, and shall constitute a complete discharge of Client's obligations under the contract(s), to the extent of the amounts paid or reimbursed.
9. Assignor and Assignee represent and warrant that they have made or shall make arrangements to ensure that any orders, payments, or other communications from the Client addressed or sent to Assignor in regard to the Original Agreement are promptly forwarded to Assignee. In such instances of forwarding, Assignor shall provide concurrent notice to the Client of such forwarding. Assignor hereby indemnifies Client for any damages, losses, or costs arising from Assignor's failure to promptly forward such orders, payments, or other communications to Assignee as provided in this Paragraph.
10. This ASSIGNMENT AND NOVATION AGREEMENT shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to conflict of laws principles. Assignee agrees that all disputes arising under this ASSIGNMENT AND NOVATION AGREEMENT shall be brought before a court of competent jurisdiction located in the Commonwealth of Virginia. Client does not waive its right to a trial by jury.
11. This ASSIGNMENT AND NOVATION AGREEMENT supersedes all prior understandings or communications between the Parties with the respect of the subject matter herein. No agreements

altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the Parties.

12. The Original Agreement shall remain in full force and effect, except as modified by this ASSIGNMENT AND NOVATION AGREEMENT. The Parties hereto shall, from time to time and at all times hereafter, without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required to give full effect to the provisions hereof.
13. Nothing in this Novation Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason University.

The undersigned representatives of each party represent and warrant that they are each duly authorized to sign this agreement on behalf of their principals identified below, and do hereby sign on behalf of the same.

AGREED BY:

George Mason University (CLIENT)

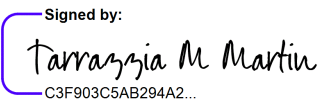
Signature:  E1DA89EA373640A...

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 9/29/2025

USNIA, Inc. (ASSIGNOR)


Signature:  C3F903C5AB294A2...

Name: Tarrazzia M Martin

Title: Executive Director

Date: 9/25/2025

Enterprise Security Services Corporation (ASSIGNEE)

Signature:  6DCDDC5787FF47C...

Name: Tarrazzia M Martin

Title: Executive Director

Date: 9/25/2025