

**ASSIGNMENT OF MEMBERSHIP AND COOPERATION AGREEMENT BETWEEN
FEDORA COMMONS, DBA DURASPACE AND THE TECHNISCHE UNIVERSITÄT
BERLIN**

THIS ASSIGNMENT OF THE MEMBERSHIP AND COOPERATION AGREEMENT BETWEEN FEDORA COMMONS, DBA DURASPACE AND THE TECHNISCHE UNIVERSITÄT BERLIN, dated as of JANUARY 7, 2018 (this “**Assignment**”), by and between **FEDORA COMMONS, INC. d/b/a DuraSpace**, having an address at 9450 SW Gemini Drive #79059, Beaverton, OR 97008 (“**Assignor**”); **LYRASIS**, having an address at 1438 West Peachtree Street, NW, Suite 150, Atlanta, GA 30309 (“**Assignee**”); and, **TECHNISCHE UNIVERSITÄT BERLIN** having an address at StaBe des 17. Juni 135, 10623 Berlin(“**Member**”).

WITNESSETH:

WHEREAS, Assignor and Member are parties to that certain **MEMBERSHIP AND COOPERATION AGREEMENT** dated as of January 7, 2018 (the “**Agreement**”), whereby Assignor recognizes the Member as a Member of DSpace;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s rights and obligations under the Agreement; and

WHEREAS, Assignor desires to obtain Members’s consent to said assignment;

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of its interest in the Agreement, and Assignee hereby accepts all of Assignor’s rights, and assumes and agrees to perform all of Assignor’s duties, under the Agreement.
2. **Effective Date.** This Assignment shall take effect on July 1, 2019 (the “Effective Date”).
3. **Payment.** The parties hereby acknowledge and agree that following the Effective Date of this Assignment, Assignor and Member shall no longer have privity of contract and that Assignee will look solely to Member for payment of any monies due under the Agreement or subsequent renewals thereof.
4. **Release.** As of the Effective Date, Member hereby forever releases Assignor from any and all claims, liability, damages, causes of actions, actions, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, promises, agreements, trespasses, variances, judgments, executions, demands whatsoever, in law, equity and/or admiralty, related to or arising under the Agreement.
5. **Counterparts.** This Assignment may be executed in any number of counterparts, which together shall constitute one and the same agreement. The signature of either party may be

delivered by facsimile or in a “pdf” format, and signature pages so delivered shall constitute the valid execution and delivery of this Assignment by such party.

6. **Term and Termination.** Either party may terminate the Agreement upon thirty (30) days notice to the other party. This clause supplements section 9 of the Agreement.

IN WITNESS WHEREOF, Assignor, Assignee and Member have executed this Assignment as of the date first above written.

ASSIGNOR:
FEDORA COMMONS, INC. D/B/A
DURASPACE

By: _____
Name: Erin Tripp
Title: Executive Director

ASSIGNEE:
LYRASIS

By: _____
Name: Vern Ritter
Title: CFO

MEMBER:
TECHNISCHE UNIVERSITÄT
BERLIN:

By: _____
Name:
Title: