

ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT is entered into this 19th day of ~~April~~, May 2025 (the "Effective Date") by and among Diffstrat Companies, Inc. d/b/a Advancement Resources ("Assignor"), Huron Consulting Services LLC ("Assignee") and Virginia Commonwealth University ("Client").

W I T N E S S E T H:

WHEREAS, Assignor and Client are parties to those certain agreements titled Master Services Agreement #VCU-SVS-50022/VCU0008, and any open services agreement referencing those terms (together with any and all previous amendments or supplements there to, the "Agreement");

WHEREAS, the parties have agreed to assign and novate the Agreement so that Assignee replaces Assignor as a party to the Agreements and the benefit and burden of the Agreements shall be vested in Assignee in place of Assignor as of the Effective Date; and

WHEREAS, Client wishes to consent to the assignment and novation of the Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignor hereby transfers, conveys and assigns to Assignee all of Assignor's right, title and interest in and arising from Agreement as of the Effective Date.
2. Assignee hereby assumes, as of the Effective Date, all liabilities, duties and obligations of Assignor under the Agreement.
3. Client hereby consents to the assignment and assumption set forth in Paragraphs 1 and 2 above. The Agreement is novated by the substitution of Assignee for Assignor as a party to the Agreement from the Effective Date. As of the Effective Date, all references in the Agreement to Assignor shall be considered references to Assignee.
4. 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 Agreement; PROVIDED however that nothing herein contained shall be construed as a release of Assignor from any obligations or liability under the Agreement, which obligations or liability accrued prior to the Effective Date.
5. The address of Assignee for notices under the Agreement shall be:

Huron Consulting Group Inc.
550 West Van Buren Street
Chicago, IL 60607
Attention: Legal Department

6. This ASSIGNMENT NOVATION AND AMENDMENT shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. Assignee agrees that all disputes arising under this ASSIGNMENT NOVATION AND AMENDMENT shall be brought before a court of competent jurisdiction located in Richmond, Virginia. Client does not waive its right to a trial by jury.

7. This ASSIGNMENT NOVATION AND AMENDMENT supersedes all prior understandings or communications between the parties on the subject matter of this ASSIGNMENT NOVATION AND AMENDMENT and shall apply in lieu thereof. 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.

8. The Agreement shall remain in full force and effect, except as modified by this ASSIGNMENT NOVATION AND AMENDMENT. 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.

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT NOVATION AND AMENDMENT to be executed and delivered by their respective authorized representatives and effective as of the Effective Date.

ADVANCEMENT RESOURCES

Signed by:
By: Hope Katz
C748438F8888422...
~~Don Golding~~ Hope Katz
EVP, General Counsel & Corporate Secretary
Dated: 4/30/2025

HURON CONSULTING SERVICES LLC

Signed by:
By: Suzanne Hilser-Wiles
C79F1D13CE8045...
Suzanne Hilser-Wiles
Managing Director
Dated: 5/1/2025

VIRGINIA COMMONWEALTH UNIVERSITY

Signed by:
By: John McHugh
EE6DA7427C67468...
John McHugh, Director, Procurement Services
Dated: 5/19/2025