

**PROJECT NUMBER 40731
AMENDMENT # 1 TO
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
IT HARDWARE EPL RFP NUMBER 3760
BETWEEN
WHITLOCK
(FORMERLY, XEROX AUDIO VISUAL SOLUTIONS)
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
(ORIGINAL PROJECT NUMBER 40731)**

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Express Products List Purchase Agreement executed on October 17, 2014 (hereinafter referred to as "EPL Agreement"), between Whitlock, a Virginia corporation having its principal place of business at 12820 West Creek Parkway, Suite M, Richmond, Virginia 23238 (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, governing authorities, and educational institutions of the State of Mississippi authorized to use the Express Products List ("EPL") (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State".

NOW THEREFORE, ITS and Seller, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned EPL Agreement:

- 1) The parties understand and agree that on July 14, 2014, Whitlock announced its acquisition of Xerox Audio Visual Solutions. As a result of same, the parties agree that all references in the EPL Agreement to Xerox Audio Visual Solutions shall be and hereby are deleted and replaced with Whitlock.
- 2) The sixth and seventh sentences of Article 6.1, "Method of Payment" shall be and hereby are deleted in their entirety and replaced with the following: "Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Seller's choice."
- 3) Article 35 "Transparency" shall be and hereby is revised by adding the following: "Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted."

All other terms and conditions of the EPL Agreement executed on October 17, 2014, shall remain unchanged and in full force and effect.

**State of Mississippi, Department of
Information Technology Services**

Whitlock

By: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 9/17/15

By: 
Authorized Signature

Printed Name: Mark C Baker

Title: CFO

Date: 8/7/15