

**PROJECT NUMBER 40731
ASSIGNMENT OF
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
IT HARDWARE EPL RFP NUMBER 3760
BETWEEN
PCMG, INC.
(FORMERLY, GLOBAL GOV/ED SOLUTIONS, INC.)
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES, INSTITUTIONS, AND GOVERNING AUTHORITIES
OF THE STATE OF MISSISSIPPI**

This document, upon execution by the parties hereto, shall become a part of the above referenced Express Products List Purchase Agreement (hereinafter referred to as "Agreement") previously executed on October 16, 2014 and amended on June 13, 2016, June 30, 2017, July 30, 2018, and June 28, 2019, between PCMG, Inc. (formerly, Global Gov/Ed Solutions, Inc.), a Delaware corporation having its principal place of business at 13755 Sunrise Valley Drive, Suite 750, Herndon, Virginia 20171 (hereinafter referred to as "Assignor") and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the agencies, institutions, and governing authorities 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".

WHEREAS, Assignor desires to assign all of its rights, title, interests and liabilities in the Agreement to Insight Public Sector, Inc., an Illinois corporation having its principal place of business at 6820 South Harl Avenue, Tempe, Arizona 85283 (hereinafter referred to as "Assignee"); and

WHEREAS, State has no objection to such assignment,

THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

1. Assignor hereby transfers, conveys and assigns all of its rights, title, liabilities and interest in the aforementioned Agreement to Assignee.
2. Assignee hereby assumes all of the rights, title, liabilities and interest in the aforementioned Agreement previously held by Assignor, expressly agrees to be bound by the terms and conditions set forth therein, and agrees to provide, at the prices therein, the products and services as required by the Agreement. All references in the Agreement to "Assignor" shall be and hereby are amended to be "Assignee" without further change.
3. Assignee hereby agrees to indemnify Assignor for any and all liabilities, whatever their nature, arising from past, present and future activities performed by Assignor and/or Assignee relating to this Agreement.

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4. Effective the date of this Assignment, State hereby fully relieves Assignor of all obligations and liabilities, whatever their nature, associated with any future activity relating to the Agreement for only as long as Assignor is not performing any activities relating to the Agreement.

Except as amended by this Assignment, all other terms and conditions of the Agreement executed on October 16, 2014, and amended on June 13, 2016, June 30, 2017, July 30, 2018, and June 28, 2019 shall remain unchanged and in full force and effect.

State of Mississippi, Department of
Information Technology Services,
on behalf of the governing agencies, and
educational institutions of the State of
Mississippi

By: 
Authorized Signature

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

Title: Executive Director

Date: 3/6/2020

PCMG, Inc. (formerly, Global Gov/Ed
Solutions, Inc.)

By: 
Authorized Signature

Printed Name: Sharon O. Ennis

Title: Sr. Vice President

Date: March 5, 2020

Insight Public Sector, Inc.

By: 
Authorized Signature

Printed Name: Lisanne Steinheiser

Title: Assistant Secretary

Date: March 5, 2020