

**PROJECT NUMBER 45346
ASSIGNMENT OF
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
BETWEEN
VENTURE TECHNOLOGIES
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES, INSTITUTIONS, AND GOVERNING AUTHORITIES
OF THE STATE OF MISSISSIPPI
(ORIGINAL PROJECT NUMBER 40731)**

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 17, 2014 and amended on June 30, 2017, June 29, 2018, and June 28, 2019 between Venture Technologies, a Mississippi corporation having its principal place of business at 860 Center Street, Ridgeland, Mississippi 39157 (hereinafter referred to as "Contractor") 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 governmental agencies, educational institutions and governing authorities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, Venture Technologies desires to assign all of its rights, title, interests and liabilities in the Agreement to ConvergeOne, Inc. having its principal place of business at 10900 Nesbitt Avenue S., Bloomington, Minnesota 55437 (hereinafter referred to as "ConvergeOne" and/or Assignee"); and

WHEREAS, ITS has no objection to such assignment,

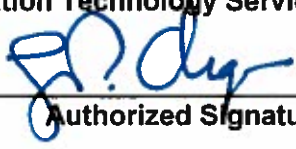
THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

1. Venture Technologies hereby transfers, conveys and assigns all of its rights, title, liabilities and interest in the Agreement to ConvergeOne.
2. ConvergeOne hereby assumes all of the rights, title, liabilities and interest in the Agreement previously held by Venture Technologies; 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 "Venture Technologies" shall be and hereby are amended to be "ConvergeOne" without further change.
3. ConvergeOne hereby agrees to indemnify Venture Technologies for any and all liabilities, whatever their nature, arising from past, present and future activities performed by Venture Technologies and/or ConvergeOne relating to this Agreement.
4. Effective the date of this Assignment, ConvergeOne hereby fully relieves Venture Technologies of all obligations and liabilities, whatever their nature, associated with any future activity relating to the Agreement for only as long as Venture Technologies 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 17, 2014 and amended on June 30, 2017, June 29, 2018, and June 28, 2019, shall remain unchanged and in full force and effect.

State of Mississippi, Department of
Information Technology Services

By: _____



Authorized Signature

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

Title: Executive Director

Date: _____

8/16/19

Venture Technologies

By: _____



Authorized Signature

Printed Name: _____

Mark Fiye

Title: _____

EVP

Date: _____

8-14-19

ConvergeOne, Inc.

By: _____



Authorized Signature

Printed Name: _____

David Garlick

Title: _____

RVP South

Date: _____

8-11-19