

ASSIGNMENT AGREEMENT

This Assignment Agreement includes the State of South Dakota (“State”), Nimble Storage Inc., (“Original Contract Vendor”), 211 River Oaks Parkway, San Jose, CA 95134, and Hewlett Packard Enterprise Company, (“Assigned Contract Vendor”), 3000 Hanover Street, Palo Alto, CA 94304.

WHEREAS, the State has a Participating Addendum with the Original Contract Vendor, PA Number 16748 (“Contract”) effective May 18, 2015, based on the NASPO ValuePoint Master Agreement for Computer Equipment, Contract Number MNWNC-122; and

WHEREAS, the Original Contract Vendor has been acquired by Hewlett Packard Enterprise Company and wishes to assign all its interests and obligations in the Contract to the Assigned Contract Vendor; and

WHEREAS, the lead state of Minnesota has approved the assignment of the NASPO ValuePoint Master Agreement, Contract Number MNWNC-122 as of January 3, 2018; and

WHEREAS, the lead state of Minnesota and the Assigned Contract Vendor have extended the Assigned Contract Vendor’s NASPO ValuePoint Master Agreement, Contract Number MNWNC-134 through March 31, 2020;

THEREFORE, the parties agree:

1. In connection with the acquisition of Original Contract Vendor, effective immediately (“Assignment Effective Date”), the parties intend to assign all rights and obligations, and delegate all performance under the Contract, to the Assigned Contract Vendor.
2. The State approves the request of the Original Contract Vendor to assign to the Assigned Contract Vendor all its interests, rights, responsibilities, obligations, duties, and other provisions in the Contract:
 - (a) Original Contract Vendor irrevocably (i) assigns to Assigned Contract Vendor all of its rights under the Contract and (ii) delegates to Assigned Contract Vendor all of its obligations under the Contract; and
 - (b) Assigned Contract Vendor unconditionally accepts all of Original Contract Vendor’s rights and obligations in the Contract, and agrees to be bound by, perform and discharge all of the liabilities, obligations, duties and covenants under the Contract after the Assignment Effective Date.
3. The Original Contract Vendor and the Assigned Contract Vendor jointly and severally represent to the State that:
 - (a) the Original Contract Vendor is not in default of any of its obligations under the Contract; and
 - (b) the Original Contract Vendor has assigned to the Assigned Contract Vendor, under separate agreement, sufficient information, rights to technology,

and key personnel sufficient to enable the Assigned Contract Vendor to properly perform the duties, responsibilities, obligations, and all other provisions assigned to the Assigned Contract Vendor; in addition, Original Contract Vendor assigns all prepaid funds paid under the Contract to the Assigned Contract Vendor; and (c) the Assigned Contract Vendor is able to perform all of the duties, obligations, and responsibilities of the Contract.

4. Any amounts due under the Contract to the Original Contract Vendor for goods or services before the Assignment Effective Date will be paid to the Original Contract Vendor. Any amounts due under the Contract after the Assignment Effective Date will be paid to the Assigned Contract Vendor.

5. As the Assigned Contract Vendor has its own agreement, which covers the same or similar scope to the Contract, the currently approved products and services available on the Contract will be merged into the approved products and services of the Assigned Contract Vendor's Participating Addendum, Contract Number 16744. The Original Contract Vendor's Participating Addendum, Contract Number 16748 will be terminated as of December 31, 2017.

Signed:

**ORIGINAL CONTRACT VENDOR
NIMBLE STORAGE, INC.**

By: 

Name: Mathew C. Keck

Title: Senior Counsel

Date: January 9, 2018

**ASSIGNED CONTRACT VENDOR
HEWLETT PACKARD ENTERPRISE
COMPANY**

By: 

Name: Matthew C. Keck

Title: Senior Counsel

Date: January 9, 2018

STATE OF SOUTH DAKOTA

By: 

Name: Steven L. Berg

Title: Procurement Director

Date: January 16, 2018