

**CONSENT TO ASSIGNMENT OF THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH,
PCM, INC. AND INSIGHT PUBLIC SECTOR, INC.**

THIS CONSENT TO ASSIGNMENT (this "Consent") is made by the City of Redondo Beach, a chartered municipal corporation ("Customer"), PCM, Inc., a Delaware corporation ("Assignor"), and Insight Public Sector, Inc., an Illinois corporation ("Assignee").

WHEREAS, Customer and Assignor are parties to that certain Microsoft Enterprise Enrollment between the Customer and Assignor dated as of August 13, 2019 (the "Agreement"); and

WHEREAS, on August 30, 2019, Assignor acquired Assignee and its assets, including the Agreement;

WHEREAS, Assignor shall obtain Customer's consent for the assignment of the Agreement; and

WHEREAS, Customer wishes to provide its consent to the assignment of the Agreement from Assignor to Assignee under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the Customer hereby issues its approval and consent to said assignment of the Agreement subject to the following conditions:

1. Customer consents to the assignment of the Agreement from Assignor to Assignee; provided however that this Consent shall not impose any additional obligations on Customer or otherwise affect any of the rights of Customer under the Agreement.
2. Under this Consent, Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights, and delegates its entire obligations under the Agreement to Assignee.
3. Assignee accepts the assignment of the Agreement and acknowledges and represents to Customer that it will assume each and every term, obligation and condition as set forth in the Agreement, whether arising prior to, on, or subsequent to the date of this Consent, which is hereby assigned to Assignee.
4. Customer shall remit payments relating to Assignor services and/or products and services covered under the Agreement to Assignee.
5. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the parties.
6. The individuals executing this Consent represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein. In the event the parties for Assignor and Assignee are not duly authorized to enter into and execute this Consent, the parties shall be personally liable to Customer.

7. Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.
8. This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
9. This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
10. In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
11. In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 4th day of August, 2020.

THE CITY OF REDONDO BEACH,
a chartered municipal corporation

William C. Brand, Mayor

ASSIGNOR:
PCM, INC.,
a Delaware corporation

ASSIGNEE:
INSIGHT PUBLIC SECTOR, INC.,
an Illinois corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney