

**EXHIBIT 2.2.1
TO THE
COMPREHENSIVE INFRASTRUCTURE AGREEMENT
FORM OF ASSIGNMENT AND ASSUMPTION
AGREEMENTS**

EXHIBIT 2.2.1

FORM ASSIGNMENT AND ASSUMPTION AGREEMENT

The Commonwealth of Virginia (the "Commonwealth") acting through the Virginia Information Technologies Agency ("VITA"), and _____ ("Vendor"), a _____ corporation, are Parties to the Comprehensive Infrastructure Agreement dated as of _____, 2005 (the "Agreement") pursuant to which the Commonwealth has agreed to convey, assign, transfer and deliver to Vendor certain Contracts identified as "Assumed Contracts" in the Agreement. The Agreement is incorporated by this reference, and terms capitalized in this Assignment and Assumption Agreement but not defined herein shall have the meanings ascribed to them in the Agreement.

For valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Commonwealth does hereby sell, transfer, assign, delegate, convey and deliver to Vendor, its successors and assigns, and Vendor hereby accepts and assumes, all right, title and interest in and to, and all obligations associated with, the Assumed Contracts as well as all documents, records and other writings relating to the Assumed Contracts, including all modifications, extensions and purchase orders made under the terms and conditions of such Assumed Contracts.

The Commonwealth represents and warrants to Vendor that the Commonwealth has not assigned, conveyed or transferred any interest in the Assumed Contracts to any other Person, nor subjected the Assumed Contracts to any lien, pledge, security interest or encumbrance. IT IS EXPRESSLY UNDERSTOOD THAT THE COMMONWEALTH MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY EQUIPMENT THAT IS THE SUBJECT OF ANY LEASES, ALL OF WHICH IS ACCEPTED "AS IS."

Vendor shall indemnify the Commonwealth for claims arising out of the Assumed Contracts and related agreements, to the extent expressly set forth in the Agreement, on or after the date of this Assignment and Assumption Agreement. Further, Vendor acknowledges and agrees that the rights being transferred pursuant to this Assignment and Assumption Agreement do not include the rights to claims based on performance of the Assumed Contracts prior to the date of this Assignment and Assumption Agreement.

The Commonwealth agrees that it will, at Vendor's reasonable request, without further consideration, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, or conveyances as may be considered by Vendor, its successors or assigns, to be reasonably necessary or proper for the sale, transfer, assignment or conveyance of the Assumed Contracts. This instrument shall be binding upon, inure to the benefit of, and be enforceable by, any of Vendor's successors and assigns.

In accordance with the Agreement, this Assignment and Assumption Agreement shall be governed by the laws of Virginia and any actions or proceedings with respect thereto shall be

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brought only in an appropriate circuit court located in Richmond, Virginia. All other terms and conditions of the assumed contracts remain in full force.

No change or amendment will be made to this Assignment and Assumption Agreement except by an instrument in writing signed on behalf of each of the Parties hereto.

The Parties hereto have caused this Assignment and Assumption Agreement to be signed on their behalf by duly authorized individuals as of _____, 200_.

THE COMMONWEALTH OF VIRGINIA

VENDOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____