



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000043512986.2</b>	Sales Rep	Travis Foxell
<b>Total</b>	<b>\$957,500.00</b>	Phone	(800) 456-3355, 5139299
Customer #	6545908	Email	Travis_Foxell@Dell.com
Quoted On	Sep. 18, 2019	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Oct. 18, 2019		COUNTY OF HIDALGO
Deal ID	17650703		100 E CANO 4TH FL
			EDINBURG, TX 78539-4582

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Travis Foxell

### Shipping Group

Shipping To	Shipping Method	Install At
DANIEL SILGUERO COUNTY OF HIDALGO 100 E CANO 4TH FL IT DEPT HIDALGO COUNTY, TEXAS EDINBURG, TX 78539 (956) 205-7003	Standard Delivery	COMPUTER PROFESSIONAL COUNTY OF HIDALGO 100 E CANO 4TH FL IT DEPT EDINBURG, TX 78540 (956) 318-2677

**Solution Name**  
2019 Lease Project

Product	Unit Price	Qty	Subtotal
OptiPlex 5060 SFF	\$670.00	1000	\$670,000.00
Dell 24 Monitor - P2419H	\$160.00	1200	\$192,000.00
OptiPlex 5060 SFF	\$955.00	100	\$95,500.00

---

<b>Subtotal:</b>	<b>\$957,500.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$957,500.00</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

---

<b>Total:</b>	<b>\$957,500.00</b>
---------------	---------------------

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

DANIEL SILGUERO  
 COUNTY OF HIDALGO  
 100 E CANO 4TH FL IT DEPT  
 HIDALGO COUNTY, TEXAS  
 EDINBURG, TX 78539  
 (956) 205-7003

### Shipping Method

Standard Delivery

### Install At

COMPUTER PROFESSIONAL  
 COUNTY OF HIDALGO  
 100 E CANO 4TH FL  
 IT DEPT  
 EDINBURG, TX 78540  
 (956) 318-2677

### Solution Name

2019 Lease Project

Description	SKU	Unit Price	Qty	Subtotal
<b>OptiPlex 5060 SFF</b> Estimated delivery if purchased today: Sep. 25, 2019 Contract # 75AHH Customer Agreement # DIR-TSO-3763		\$670.00	1000	\$670,000.00
OptiPlex 5060 Small Form Factor BTX	210-AOJY	-	1000	-
Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux	338-BNZU	-	1000	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1000	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1000	-
8GB 2X4GB DDR4 2666MHz UDIMM Non-ECC	370-AEBL	-	1000	-
No Additional Hard Drive	401-AANH	-	1000	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1000	-
SSD as first boot drive	340-ABIG	-	1000	-
M.2 256GB SATA Class 20 Solid State Drive	400-AWFS	-	1000	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1000	-
ODD Bezel, Small Form Factor	325-BCXP	-	1000	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	1000	-
No Media Card Reader	379-BBHM	-	1000	-
No Wireless LAN Card	555-BBFO	-	1000	-
No Wireless Driver	340-AFMQ	-	1000	-
No PCIe add-in card	492-BBFF	-	1000	-
OptiPlex 5060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BDRI	-	1000	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	1000	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1000	-
No Cable Cover	325-BCZQ	-	1000	-
No Additional Cable Requested	379-BBCY	-	1000	-
Not selected in this configuration	817-BBBC	-	1000	-
No Integrated Stand option	575-BBBI	-	1000	-

SupportAssist	525-BBCL	-	1000	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1000	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1000	-
Waves Maxx Audio	658-BBRB	-	1000	-
Dell Developed Recovery Environment	658-BCUV	-	1000	-
Software for OptPlex Systems	658-BDVO	-	1000	-
OS-Windows Media Not Included	620-AALW	-	1000	-
ENERGY STAR Qualified	387-BBLW	-	1000	-
Fixed Hardware Configuration	998-CYYY	-	1000	-
Chassis Intrusion Switch SFF	461-AAEE	-	1000	-
No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	575-BBKX	-	1000	-
No Anti-Virus Software	650-AAAM	-	1000	-
CMS Essentials DVD no Media	658-BBTV	-	1000	-
TPM Enabled	329-BBJL	-	1000	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	1000	-
No Intel Responsive	551-BBBJ	-	1000	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	1000	-
Retail POD	389-BDQH	-	1000	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1000	-
No CompuTrace	461-AABF	-	1000	-
US Order	332-1286	-	1000	-
Documentation,English,French,Dell OptiPlex 5060 Small Form Factor	340-CDZF	-	1000	-
No External ODD	429-ABGY	-	1000	-
SFF EPA Regulatory LBL for Mexico	389-CXHV	-	1000	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	1000	-
Shipping Label for DAO	389-BBUU	-	1000	-
Intel Standard Manageability	631-ABRK	-	1000	-
No Additional Video Ports	492-BCKH	-	1000	-
Desktop BTS/BTP Shipment	800-BBIP	-	1000	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	1000	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	804-9044	-	1000	-
Basic Deployment for Client, Configuration Services	366-0493	-	1000	-
ProDeploy Client Suite Imaging Services, Configuration Services	366-0496	-	1000	-
Basic Deployment for Client Basic Information, Configuration Services	380-6311	-	1000	-
ProDeploy Client Suite Imaging Services, Information, Configuration Services	380-6314	-	1000	-
Basic Deployment Dell Client PC	810-1356	-	1000	-
ARR, LEASE, OFFSITE DATA WIPE, TRANSPORTATION, MORE THAN 10 UNITS	980-5088	-	1000	-
			<b>Qty</b>	<b>Subtotal</b>
<b>Dell 24 Monitor - P2419H</b>		<b>\$160.00</b>	<b>1200</b>	<b>\$192,000.00</b>

Estimated delivery if purchased today:  
 Sep. 25, 2019  
 Contract # 75AHH  
 Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	1200	-
Dell Limited Hardware Warranty	814-5380	-	1200	-
Advanced Exchange Service, 3 Years	814-5381	-	1200	-
			<b>Qty</b>	<b>Subtotal</b>
		<b>\$955.00</b>	<b>100</b>	<b>\$95,500.00</b>

**OptiPlex 5060 SFF**  
 Estimated delivery if purchased today:  
 Oct. 11, 2019  
 Contract # 75AHH  
 Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 5060 SFF XCTO	210-AOTX	-	100	-
Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux	338-BNZU	-	100	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	100	-
No AutoPilot	340-CKSZ	-	100	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	100	-
16GB 1x16GB DDR4 2666MHz UDIMM Non-ECC	370-AEBF	-	100	-
No Additional Hard Drive	401-AANH	-	100	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	100	-
SSD as first boot drive	340-ABIG	-	100	-
M.2 512GB SATA Class 20 Solid State Drive	400-AWFV	-	100	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	100	-
ODD Bezel, Small Form Factor	325-BCXP	-	100	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	100	-
No Media Card Reader	379-BBHM	-	100	-
No Wireless LAN Card	555-BBFO	-	100	-
No Wireless Driver	340-AFMQ	-	100	-
No PCIe add-in card	492-BBFF	-	100	-
OptiPlex 5060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BDRI	-	100	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	100	-
Black Dell MS116 Wired Mouse	275-BBBW	-	100	-
No Cable Cover	325-BCZQ	-	100	-
No Additional Cable Requested	379-BBCY	-	100	-
Not selected in this configuration	817-BBBC	-	100	-
No Integrated Stand option	575-BBBI	-	100	-
SupportAssist	525-BBCL	-	100	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	100	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	100	-
Waves Maxx Audio	658-BBRB	-	100	-
Dell Developed Recovery Environment	658-BCUV	-	100	-

Software for OptPlex Systems	658-BDVO	-	100	-
OS-Windows Media Not Included	620-AALW	-	100	-
ENERGY STAR Qualified	387-BBLW	-	100	-
No FGA	817-BBBB	-	100	-
Chassis Intrusion Switch SFF	461-AAEE	-	100	-
No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	575-BBKX	-	100	-
No Anti-Virus Software	650-AAAM	-	100	-
CMS Essentials DVD no Media	658-BBTV	-	100	-
TPM Enabled	329-BBJL	-	100	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	100	-
No Intel Responsive	551-BBBJ	-	100	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	100	-
No UPC Label	389-BCGW	-	100	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	100	-
No CompuTrace	461-AABF	-	100	-
US Order	332-1286	-	100	-
Documentation, English, Spanish, Dell OptiPlex 5060 Small Form Factor	340-CDZE	-	100	-
No External ODD	429-ABGY	-	100	-
SFF EPA Regulatory LBL for Mexico	389-CXHV	-	100	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	100	-
Shipping Label for DAO	389-BBUU	-	100	-
Intel Standard Manageability	631-ABRK	-	100	-
No Additional Video Ports	492-BCKH	-	100	-
Desktop BTO Standard shipment	800-BBIO	-	100	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	100	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	804-9044	-	100	-
Basic Deployment for Client, Configuration Services	366-0493	-	100	-
ProDeploy Client Suite Imaging Services, Configuration Services	366-0496	-	100	-
Basic Deployment for Client Basic Information, Configuration Services	380-6311	-	100	-
ProDeploy Client Suite Imaging Services, Information, Configuration Services	380-6314	-	100	-
Basic Deployment Dell Client PC	810-1356	-	100	-
ARR, LEASE, OFFSITE DATA WIPE, TRANSPORTATION, MORE THAN 10 UNITS	980-5088	-	100	-

---

<b>Subtotal:</b>	<b>\$957,500.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

---

**Total: \$957,500.00**

## Important Notes

---

### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: [Dell's Terms of Sale](#), which include a binding consumer arbitration provision and incorporate Dell's U.S. [Return Policy](#) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - [Type A](#) and use of the Dell-branded system software is subject to the Dell End User License Agreement - [Type S](#).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at [\("Satisfaction Guarantee"\)](#) and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



Prepared For:

Hidalgo County

September 18, 2019

Thank you for giving Dell Financial Services L.L.C. (“DFS”) the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

<b>Term</b>	<b>36</b>
<b>Option</b>	<b>FMV</b>
Payments:	Monthly
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	<b>36 Payments</b>

Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	36 Payments
3000041020658	OptiPlex 5060 SFF w/ Asset Recovery (Stream: -3.84%)	\$670.00	1000	\$670,000.00	0.02625	\$17,587.50
3000041020658	OptiPlex 5060 SFF w/ Asset Recovery (Stream: -3.45%)	\$955.00	100	\$95,500.00	0.02640	\$2,521.20
<b>TOTALS</b>				<b>\$765,500.00</b>		<b>\$20,108.70</b>

**Proposal Expiration Date:**  
October 18, 2019

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee (“DFS”) to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

**End of Term Options:**  
**Fair Market Value (FMV) Lease:**

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee’s expense.
- Renew the lease on a month to month or fixed term basis.

**Andre Williams**

Account Executive

Dell | Financial Services

512-497-3195

[andre.d.williams@dell.com](mailto:andre.d.williams@dell.com)

**Additional Information:**

**LEASE QUOTE:** The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

**PURCHASE ORDER:** The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

**INSURANCE:** The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

**APPROPRIATION COVENANT:** The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

**DOCUMENTATION:** In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

**PROPOSAL VALIDITY / APPROVALS:** This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.



Prepared For:

Hidalgo County

September 18, 2019

Thank you for giving Dell Financial Services L.L.C. (“DFS”) the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

<b>Term</b>	<b>36</b>
<b>Option</b>	<b>TELP</b>
Payments:	Monthly
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	<b>36 Payments</b>

Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	36 Payments
3000041020658	Dell 24 Monitor - P2419H (yield: 6.35%)	\$160.00	1200	\$192,000.00	0.03042	\$5,840.64
<b>TOTALS</b>				<b>\$192,000.00</b>		<b>\$5,840.64</b>

**Proposal Expiration Date:**  
October 18, 2019

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee (“DFS”) to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

**End of Term Options:**  
**Tax Exempt Lease Purchase (TELP):**

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee’s expense.

Andre Williams

Account Executive

Dell | Financial Services

512-497-3195

[andre.d.williams@dell.com](mailto:andre.d.williams@dell.com)

**Additional Information:**

**LEASE QUOTE:** The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

**PURCHASE ORDER:** The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

**INSURANCE:** The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

**APPROPRIATION COVENANT:** The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

**DOCUMENTATION:** In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

**PROPOSAL VALIDITY / APPROVALS:** This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.



EFFECTIVE DATE: June 21, 2019  
MASTER LEASE AGREEMENT NO. 56658652-56225

LESSOR: Dell Financial Services L.L.C.	LESSEE: HIDALGO COUNTY, TX
Mailing Address: ONE DELL WAY Round Rock, TX 78682	Principal Address: 902 N DOOLITTLE RD EDINBURG, TX 78542

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

**1. LEASE.**

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

**2. ACCEPTANCE DATE; SCHEDULE.**

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

**3. TERM.**

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

**4. RENT; TAXES; PAYMENT OBLIGATION.**

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

**5. APPROPRIATION OF FUNDS.**

(a) Lessee intends to continue each Schedule for the Primary Term and to pay

the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

## **6. LICENSED MATERIALS.**

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

## **7. USE; LOCATION; INSPECTION.**

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

## **8. RETURN.**

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and

return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

## **9. RISK OF LOSS; MAINTENANCE; INSURANCE.**

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

## **10. ALTERATIONS.**

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

## **11. REPRESENTATIONS AND WARRANTIES OF LESSEE.**

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk

Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

## **12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.**

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

## **13. EVENTS OF DEFAULT.**

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

## **14. REMEDIES; TERMINATION**

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated

Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

#### 15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

#### 16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

#### 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

#### 18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

#### 19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by

overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

#### 20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

#### 21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY TX LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN HIDALGO COUNTY, TX, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

#### 22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any

Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

**HIDALGO COUNTY, TX**  
"Lessee"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Dell Financial Services L.L.C.**  
"Lessor"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## SERVICE SCHEDULE A TO CTS

### General Support Services Terms

This Schedule states the terms governing the provision of Support Services that apply to all Products other than Pivotal Products during or after the applicable warranty period, and are supplemented by terms stated in the Product Schedules attached to this CTS (as applicable to the Product type) or the applicable Service Agreement(s) for Networking, Server and Client Products only. The General Terms are incorporated by reference into this Schedule. If there is a conflict between this Schedule and the General Terms, this Schedule controls. If there is any conflict between this Schedule and a Product Schedule, the Product Schedule controls.

**1. DEFINITIONS.** All definitions set forth in the General Terms and in the Product Schedules apply to this Schedule, in addition to the definitions stated below.

**A. “Customer Support Tools”** means any software or other tools Supplier makes available to Customer to enable certain service features of Products (as applicable) and to enable Customer to perform various self-maintenance activities.

**B. “EMC Service Area”** means the area that is within: (i) one hundred drivable miles of an EMC service location for Infrastructure Products; and (ii) the same country as the EMC service location.

**C. “Maintenance Aids”** mean any hardware, software or other tools, other than Customer Support Tools, that Supplier uses to perform diagnostic or remedial activities on Products.

**D. “Time and Materials Service”** means any maintenance or support service that Supplier provides but is not part of fixed-fee Support Services or other Supplier generally available service-related offering using a pre-established fee. Supplier charges separately for Time and Materials Services on a time and materials basis and may include a separate set of Time and Materials terms and conditions.

#### 2. SUPPORT SERVICES

**A. Scope.** The contents of Support Services for each Product (the “**Support Option**”) are set forth in the Product Notice or the Service Agreement(s), and unless otherwise indicated in the Product Notice or Supplemental Support Terms, consist of: (i) for Infrastructure Products, using commercially reasonable efforts to remedy failures of Infrastructure Products to remedy failures to perform substantially in accordance with Supplier’s applicable Documentation; (ii) for Client Products, Server Products, and Networking Products, using commercially reasonable efforts to repair or replace defects in workmanship or materials; (iii) providing English-language (or, where available, local language) help line service via telephone or other electronic means; and (iii) enabling Customer to download, Software Releases and Documentation updates that Supplier makes generally available at no additional charge to other purchasers of Support Services for the applicable Product. Supplier reserves the right to change the scope of Support Services for Infrastructure Products on sixty days’ prior written notice to Customer, and to change the scope of Support Services for Server Products, Networking Products, and Client Products without notice.

**B. Additional Support.** Supplier reserves the right to charge for Support Services performed outside the time frames of the applicable Support Option as a Time and Materials Service. Except to the extent that Support Services are independent of the Equipment’s location, Supplier will have no obligation to provide Support Services for Infrastructure Products with respect to Equipment that is outside the EMC Service Area. Support Services do not apply to any Software other than the current and the immediately prior Software Release. Support Services are subject to Supplier’s then-current “End-of-Service-Life” policy for the respective Product, if applicable. Supplier will have no obligation to provide Support Services for Software and Independent Software problems that cannot be reproduced at Supplier’s facility or via remote access to Customer’s facility. Support Services do not include the supply of Equipment upgrades, if any, needed to utilize new features or functionality in a Software Release.

**C. Exclusions.** Support Services do not cover a problem that would have been excluded from coverage pursuant to section 4B (“Equipment Warranty Exclusions”) of General Terms had the problem arisen during the warranty period of the affected Product.

**D. Reinstatement of Support.** Customer may request that Supplier reinstate Support Services for a Product for which Support Services have lapsed. Supplier may do so at its discretion and reinstatement will be subject to a



certification at Supplier's then-current Time and Materials Service rates and conditions. Once the Product is certified, Support Services will commence when Customer pays: (i) the charge for the above-described Time and Materials Service; (ii) the amount Supplier would have normally charged had Support Services been in effect during the period of the lapse or discontinuation; and (iii) the charge for the next twelve months of the newly-commenced Support Services.

### 3. CUSTOMER RESPONSIBILITIES

**A. Cooperation.** Customer will: (i) promptly notify Supplier when a Products fails and provide Supplier with sufficient details so that Supplier can reproduce the failure; (ii) allow Supplier remote and on-site (when Supplier deems necessary) access to the Product to provide Support Services; and (iii) furnish necessary facilities (which for on-site access means suitable work space, computers, power, light, phone, internet network availability, software, and equipment reasonably required by Supplier) in compliance with all applicable laws and regulations, as well as information, and assistance required to provide Support Services. Customer will provide Supplier with timely access to and use of all Customer proprietary and third party equipment, software and systems required for Supplier to perform its obligations under this CPA. With respect to all third party hardware or software operated by or on behalf of Customer, Customer warrants that it shall, at no expense to Supplier, obtain all consents, licenses and sublicenses necessary for Supplier to perform under the Service Agreement(s) and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses. Customer shall indemnify, defend, and hold Supplier harmless from and against all third party claims and expenses, including reasonable attorneys' fees and expenses, arising by reason of any failure or delay by Customer to obtain the consents, licenses or sublicenses necessary for Supplier to perform under the Service Agreement(s).

**B. Service Agreements.** Unless a specific number of authorized contacts are indicated on the Product Notice or the applicable Service Agreement(s) require that the Customer be in physical possession of the Equipment at the time a support request is submitted, Customer will designate in writing a reasonable number of authorized contacts, as Customer and Supplier may determine, who will initially report problems and receive Support Services from Supplier. Each Customer representative will be familiar with Customer's requirements and will have the expertise and capabilities necessary to permit Supplier to fulfill its obligations. Customer will provide changes to authorized support contacts to Supplier in writing.

### 4. ADDITIONAL TERMS

**A. Maintenance Aids and Spare Parts for Equipment.** Customer authorizes Supplier to store Maintenance Aids and spare parts at the Installation Site and agrees that these items are only for Supplier's use. Customer will not, and will not authorize any third party to, use these items. Supplier is authorized, upon the conclusion of the Support Services or at any other time, upon reasonable notice to Customer, to enter the Installation Site, or to use remote means to remove or disable Maintenance Aids and spare parts, as applicable. Customer will reasonably cooperate in this effort.

**B. Customer Support Tools.** Supplier may choose to make Customer Support Tools available to assist Customer in performing various maintenance or support related tasks. Customer will use Customer Support Tools only in accordance with terms under which Supplier makes them available.

**C. Service Data.** In connection with the performance and use of the Services, and Supplier's remote support capabilities detailed in section 3H ("Remote Support Capability") below, Supplier may obtain and receive, data or information, including Product-specific, Service-related data such as Product diagnostics, configurations, usage characteristics, performance data, and deployment location (collectively, "**Service Data**"). Customer acknowledges and agrees that Supplier will: (i) use, compile, display, store, process, reproduce, or create reporting and other Services-related materials from the Service Data solely to provide the Services, including remotely accessing Products to install, maintain, monitor, support, receive alerts and notifications from and change certain internal system parameters of Products in Customer's environment in fulfillment of Supplier's Support Services obligations; (ii) provide Customer with visibility to Customer's actual Product usage and consumption patterns and make recommendations to Customer regarding improvements to Customer's environment and utilization of the Services; (iii) utilize the Service Data in connection with predictive analytics and usage intelligence to consult with and assist Customer, directly or through the Supplier channel partner involved in supplying Products to Customer, to optimize Customer's future planning activities and requirements; (iv) aggregate and use the Service Data in an anonymous manner with that of others in the development and improvement of future products; and (v) copy and maintain the Service Data on Supplier's systems as



necessary to provide the Support Services. Supplier agrees that the Service Data is subject to the confidentiality provisions in this CTS.

**D. Data Security Options.** Customer must, at its own cost, permanently erase of all information, including without limitation all personally identifiable, confidential, and any other protected or sensitive information placed on Products before returning Products to Supplier for trade-in, repair, or disposal. Customer must use a method that does not cause damage to Products or any replaced parts or any other items that Customer provides to Supplier for repair, trade-in, or disposal. Supplier offers data erasure services and Supplier will provide the descriptions and charges associated with Supplier's then current data erasure services upon request. Supplier has no responsibility for any information that Customer fails to erase that is on items sent to Supplier.

**E. Proactive Product Changes.** Supplier may, at its expense, implement changes to the Products upon reasonable notice to Customer: (i) when the changes do not adversely affect interchangeability or performance of the Products; (ii) when Supplier reasonably believes the changes are required for purposes of safety or reliability; or (iii) when Supplier is required by law to do so. Customer will give Supplier reasonable access to the Products for these purposes.

**F. Software Releases.** When Customer begins using a Software Release for a particular Product, Customer must remove and make no further use of all prior Software Releases for that Product, and protect the prior Software Releases from disclosure or use by any third party. Customer is authorized to retain a copy of each Software Release that Customer properly obtains for Customer's archive purposes and use them as a temporary back-up if the current Software Release becomes inoperable. Customer will use and deploy Software Releases only in accordance with terms of the original license for Software and Independent Software.

**G. Change of Equipment Location or Configuration.** Customer may change the Installation Site or configuration of a Product under Support Services only after written notice to Supplier, and subject to the terms and conditions on this sub-section. If the new location is in a different country, the move is subject to Supplier's prior written approval and additional fees may apply. Customer will promptly notify Supplier of any changes to the configuration, or movement of Equipment by anyone other than Supplier. To determine if the Product remains eligible for Support Services, Supplier reserves the right to inspect and evaluate the changes in configuration or location of affected Equipment, and to re-certify the Equipment at Supplier's then current Time and Materials Service conditions and rates. Additional charges, if any, related to changes in configuration or location of Equipment will apply from the date the change took place.

**H. Remote Support Capability.** As part of Support Services, Supplier makes various remote support capabilities available for certain Products in accordance with its then-current policies and procedures. Supplier's warranty and Support Services fees are based on the availability and use of the remote support capabilities. Customer may elect not to activate or to disable remote support capabilities, but Customer must notify Supplier of this election without undue delay. If Customer chooses to disable or to not activate the remote support capabilities, then, with regard to all Products affected by this choice: (i) Supplier may assess Customer a surcharge in accordance with Supplier's then-current standard rates; and (ii) agreed response times or other agreed service levels (if any) will no longer apply.

**I. Alterations and Attachments to Equipment.** For Infrastructure Products, Supplier does not restrict Customer from making alterations to, or installing other products in or with, the Equipment at Customer's expense. For Client Products, Server Products and Networking Products, Customer may only install Third Party Products or components that Supplier provides or otherwise authorizes for installation in those Products. If Customer installs items contrary to the immediately preceding sentence, then Supplier may not be able to provide Support Services. For all Products, Customer is responsible for any inspection fees, additional charges, or both resulting from the activities described in this section. If the alterations or attachments prevent or hinder Supplier from performing Support Services, then Customer will, upon Supplier's request, take corrective action. Customer's failure to take appropriate corrective action will be deemed a breach of this Schedule.

**J. Transfer of Equipment to Secondary Purchasers.** If Customer decides to sell, assign, or otherwise transfer the use, ownership, or both of Equipment to a "**Secondary Purchaser**" (meaning a bona fide end user that: (i) is not considered, in Supplier's reasonable discretion, to be a competitor of Supplier; and (ii) has not had prior disputes with Supplier), to the extent Supplier resources reasonably permit, Supplier will make available to Customer, as a Time and Materials Service, de-installation services. In addition, and to the extent Supplier resources reasonably permit, Supplier will make available to the Secondary Purchaser: (a) Equipment installation and re-certification services as a Time and



Materials Service; and (b) Support Services for Equipment that Supplier has determined and notified the Secondary Purchaser meets Supplier's certification criteria upon receipt of payment of Supplier's then current Support Services fees. A Secondary Purchaser of Infrastructure Products must obtain the appropriate Software license from Supplier and pay any applicable Software license fees.

**K. Software Support Services affected by Change in Equipment Status.** For Software used on or operated in connection with Equipment that ceases to be covered by Support Services or the Supplier Equipment warranty, Supplier reserves the right to send Customer written notice that Supplier has either chosen to discontinue or change the price for Support Services for the Software (with the price change effective as of the date the applicable Equipment ceases to be covered). If Supplier sends a discontinuation notice, or if Customer rejects or does not respond to the notice of a proposed price change within thirty days after receipt, Customer will be deemed to have terminated the Software Support Services for its convenience and the terms of section 7 C 2 below will apply.

**L. Third Party Product Provided to Supplier.** If Customer provides or makes available Third Party Products, including any intellectual property developed by Customer, for Supplier to use in connection with Services, Customer: (i) authorizes Suppliers to use the Third Party Products as needed to provide the Support Services; (ii) warrants that it has all consents, licenses, and sublicense rights as may be necessary to make these Third Party Products available to Suppliers; and (iii) agrees that Suppliers are not liable to Customer if Supplier's authorized use causes warranties or other services contracts for these Third Party Products to become void.

**5. PRICING.** The fee for Support Services for Products will be as set forth on the applicable Supplier quote. Additions to the Products on the Supplier quote may result in additional Support Services fees. Supplier will charge and invoice for Time and Materials Service in accordance with terms governing each Time and Materials Service engagement.

## **6. SUPPORT SERVICES WARRANTY**

**A. Support Services.** Supplier will perform the labor portion of Support Services in a workmanlike manner in accordance with generally accepted industry standards. Customer will notify Supplier of any failure to perform as stated in the prior sentence as soon as reasonably possible, and in no event more than ten days after the date on which the failure first occurs. A replacement part receives the remainder of the warranty or Support Services coverage applicable to the Infrastructure Product containing the replacement part.

**B. Customer Remedies.** Customer's exclusive remedy and Supplier's entire liability under the warranty stated in sub-section A above will be for Supplier to, at its option: (i) use reasonable efforts to (a) re-perform the deficient labor services within a reasonable time; or (b) replace any replacement parts that become defective during the remainder of the warranty or Support Services coverage applicable to the Product containing the replacement part, or sixty days after installation, whichever occurs later; and (ii) if, after reasonable efforts, Supplier is not able correct the deficiencies, then Customer has the right to terminate for breach in accordance with section 7D below.

**C. No Further Warranties.** *Except as expressly stated in the CTS or the applicable Schedules, and to the maximum extent permitted by applicable law, with regard to Products, Support Services and any other items, Services, or matters arising under this Schedule, Supplier (including its Providers) makes no other express warranties, written or oral, and disclaims all implied warranties. Insofar as permitted under applicable law, all other warranties are specifically excluded, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade, Supplier and its Providers do not warrant that the Software will operate uninterrupted or that it will be free from defects or that it will meet Customer's requirements.*

## **7. TERM AND TERMINATION**

**A. Software Support Services Term.** Support Services for Software and Independent Software that Customer orders at the same time as the license for those items will commence on Delivery and continue for the period specified on the Supplier quote. Renewals of these Support Services will commence and expire in accordance with the dates on the applicable Supplier quote.



**B. Equipment Support Services Term.** Support Services (including Support Option upgrades, if applicable) for Equipment are provided during the warranty period. Renewals of Equipment-related Support Services will commence and expire in accordance with the dates on the applicable Supplier quote. Support Services for hardware upgrades installed into Equipment are coterminous with the Support Services that are then in effect for the Equipment into which such upgrades are installed.

**C. Termination for Convenience.** In addition to the term and termination provisions stated in the General Terms, the following apply to Support Services:

**C. (1). By Supplier.** If Supplier terminate Support Services for its convenience, Customer's sole and exclusive remedy and Supplier's sole and exclusive obligation will be to refund to Customer the portion of any pre-paid Support Services fee that corresponds to the period between the effective date of the termination for convenience and the end of the then-current Support Services period.

**C. (2). By Customer.** If Customer terminates Support Services for Infrastructure Products for its convenience, Customer's sole and exclusive remedy and Supplier's sole and exclusive obligation will be to grant Customer a credit that corresponds to the period between the effective date of the termination for convenience and the end of the then-current Support Services period for any Support Services. Customer may only use the credit against future purchases of Products or Support Services from Supplier. Supplier may reduce the credit to recapture unearned discounts (meaning discounts to a Support Services fee that were based on a Customer obligation that can no longer be fulfilled due to the termination). If Customer terminates Support Services for Client Products, Networking Products, or Server Products, Customer will not receive any credit for unused Support Services.

**D. Termination for Breach.** In addition to the term and termination provisions stated in General Terms, either Supplier or Customer may terminate the Support Services for a specific Product if a party materially breaches this Schedule and fails to cure the breach within thirty days' receipt of written notice specifying the failure. If Supplier terminates the Support Services for Customer's material, uncured breach, that termination will be without further liability for Supplier and without any obligation to refund any fees already paid for Support Services. If Customer terminates for Supplier's uncured, material breach, Customer's sole and exclusive remedy and Supplier's sole and exclusive obligation will be, at Customer's election, to either issue a credit for use against current or future purchases of Products or Support Services or grant a refund for that portion of any pre-paid Support Service fee that corresponds to the period between the effective date of the termination for breach and the end of the then-current Support Services period.



## PRODUCT SCHEDULE 3 TO CTS

### Client Product Terms

This Schedule states terms that apply specifically to Client Products. The General Terms are incorporated by reference into this Schedule. If there is a conflict between this Schedule and the General Terms, this Schedule controls.

**1. DEFINITIONS.** All definitions set forth in the General Terms apply to the Client Products, in addition to the definitions stated below.

**A. “Client Products”** means the Dell branded commercial computer products intended for use by a single user, and generally include notebook, desktop, and tablet platforms listed at [www.dell.com](http://www.dell.com), for example: Dell OptiPlex™, Latitude™, Venue™, Inspiron™, Precision™, Vostro™, XPS™, Gateway Edge, Embedded PCs, Dell Wyse™, Dell printers, and Dell monitors as listed on the Supplier quote, and in a standard configuration unless otherwise stated on the Supplier quote.

**B. “Configuration and Deployment Services”** means: (i) standard deployment services, such as Basic Deployment Services, ProDeploy or ProDeploy Plus services, as described in the corresponding Service Descriptions, available at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global); or (ii) standard configuration services, including the service features and offerings described in the corresponding Service Agreement(s), available at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global), or from the Supplier sales representative, as applicable, such as Static and Dynamic Imaging, Asset Tagging, Asset Reporting, standard System Configuration services (BIOS Settings, Hard Drive Partitioning, Application Installation and Operating System Settings). Configuration and Deployment Services for Client Products are subject to the applicable Service Agreement(s).

**C. “Support Services”** when used in this Schedule and applied to Client Products, means services to be performed by or on behalf of Supplier necessary to repair a defect in materials or workmanship of the applicable Client Product(s), and as further defined and described in the applicable Service Agreement(s).

**2. CLIENT EQUIPMENT WARRANTY.** The limited warranties for the Equipment portion of Client Products can be found at [www.dell.com/warrantyterms](http://www.dell.com/warrantyterms) or in the applicable Documentation for the specific Client Product.

### 3. ADDITIONAL TERMS

**A. Service Agreements.** Support Services and the Configuration and Deployment Services are subject to the additional terms contained in the applicable Service Agreement(s). If there is a conflict between the terms of this Schedule, the General Terms of the CTS, and any Service Agreement(s), the following order of precedence will apply: (i) the Service Agreement(s); (ii) this Schedule; and (iii) the General Terms.

**B. Removable Media.** Customer is responsible for removing any removable media such as SIM cards, CDs, or PC cards before returning Client Products or parts from Client Products, regardless of whether an on-site technician is also providing assistance. Supplier will have no liability for lost programs or other software installed on the Client Products prior to Supplier performing any Support Services, loss of system use or network use, damaged or lost removable media, or data or voice charges incurred as a result of Customer failing to remove SIM cards or other removable media inside Client Products that Customer returns to Supplier. Supplier will not be responsible for the restoration or reinstallation of any programs or data. When returning Client Products or part of a Client Product, Customer will only include the Client Product or part that the Supplier Support Services technician requested.

**C. Whole Unit Replacement; Failure to Return; Service Part Ownership.** If Supplier determines that a component of the defective Client Product is one that is easily disconnected and reconnected, or if the Supplier analyst determines that the Client Product is one that should be replaced as a whole Client Product, Supplier reserves the right to send Customer a component or whole replacement Client Product, as applicable. If Supplier delivers either a whole replacement Client Product or a component of a Client Product to Customer, Customer must return the defective Client Product or component to Supplier within ten days of receiving the replacement, unless Customer has purchased “Keep Your Hard Drive” for the affected Client Product. In that event, Customer may retain the applicable hard drive(s). Supplier will own all Supplier components removed from the Client Products and whole Client Products that Customer returns to Supplier. If Customer keeps a component or whole Client Product after Supplier has replaced it, then Customer must pay Supplier the then-current retail price for the component or whole Client Product, as applicable, that Customer



keeps (except for hard drives from Client Products covered by “Keep Your Hard Drive” service). Supplier will invoice Customer for the whole Client Product or components that Customer keeps and Customer will pay Supplier’s invoice within ten days of receipt. If Customer does not pay Supplier’s invoice within ten days after receipt, in addition to any other legal rights and remedies available to Supplier, Supplier may terminate the applicable Service Description by providing written notice to Customer. Supplier uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing repairs and in providing replacement parts. The obligation to return Supplier components removed from the Client Products do not apply to Customers that retain hard drives who have purchased “Keep Your Hard Drive” for the affected Client Product. In that event, Customer’s service levels and obligations are governed by the Keep Your Hard Drive Service Agreement.

**D. Parts Stocked; Critical Parts.** Supplier currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to Customer’s site. If a part that is needed to repair the Client Product is not available from a Supplier facility near Customer’s location and must be transferred from another facility, it will be shipped as soon as is practical and commercially reasonable. Certain Supplier parts locations stock critical parts, as determined by Supplier, to supply parts for same business day response times. A critical part is one that, upon failure, may prevent the Client Product from performing its basic functions. Supplier may, in its discretion, ship these parts using overnight delivery. In order to receive parts on a two- or four-hour basis, Customer must purchase a corresponding Service Agreement that supports same day response times for critical parts delivery and the Product must be located within the Supplier-designated supported coverage area. Parts Supplier deems non-critical include, but are not limited to: software, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice.

**E. Other Service Exclusions.** In the course of performing Support Services, Supplier will not be responsible for: (i) providing performance, training, or administrative assistance, installation, de-installation, relocation, preventative maintenance, remote administration, or any activities or services not expressly described in the applicable Service Agreement(s); (ii) providing media replacement, operating supplies, cosmetic accessories or parts such as frames, and cover or support on those items; (iii) direct third party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner; (iv) support for the hardware, software, or both pre-installed or post-installed by a third party OEM, unless it is covered by a separate Service Agreement between Supplier and Customer; (v) removing malicious software; (vi) providing data backup; (vii) providing advanced wireless, networking or remote installation, set-up, or optimization and configuration of applications beyond those described in the Supplemental Services Term; (viii) repairing damage or defects in Client Products that are purely cosmetic and do not affect device functionality; (ix) providing repairs that are necessary because: (a) Customer previously installed a Customer replaceable unit; or (b) someone other than Supplier or an authorized service provider previously altered, adjusted, or repaired the Client Product.

**F. Transferability.** Customer has the limited right to transfer Software on a permanent basis as part of the sale or transfer of the hardware system on which the Software is loaded, provided that: (i) Customer retains no copies of any version of the Software; and (ii) the transfer includes the most recent update and all prior versions of the Software.

**G. Terms Applicable to Dell Wyse Products**

**G. (1). Use Rights and Restrictions.** Dell Wyse Windows Embedded Thin Clients are intended to be used as thin clients only and not as personal computers. Dell is not responsible for and will not warrant, support, repair or replace any thin client device or component that is not used for its intended purpose. As an example, and without limitation, any operation of a Dell Wyse Windows Embedded Thin Client with the write filter turned off during regular use (except as required for image upgrades, applying security patches, registry changes, and application installation) is beyond the scope of the intended purpose, will prematurely wear out the Flash/SSD storage and will invalidate the thin client product warranty. In addition, enabling the Windows Page File is beyond the scope of the intended purpose and will invalidate the thin client product warranty.

**G. (2). Adobe and Microsoft Software.** Certain Dell Wyse Thin Clients include software that is subject to the license terms for Adobe Systems Incorporated/Adobe Systems Software Ireland Limited located at [https://www.adobe.com/products/eulas/pdfs/PlatformClients\\_PC\\_WWEULA-MULTI-20110809\\_1357.pdf](https://www.adobe.com/products/eulas/pdfs/PlatformClients_PC_WWEULA-MULTI-20110809_1357.pdf). Adobe and Flash are trademarks or registered trademarks of Adobe Systems Incorporated in the United States, other countries or both. Certain Dell Wyse Thin Clients may also include software that is licensed by Microsoft under



terms that prohibit Customer from locally running Desktop Functions on Thin Client Devices. For purposes of these terms, "Thin Client Device" means a Customer system that depends heavily on some other computer (such as a server) to fulfill its computational roles; and "Desktop Functions" means consumer or general purpose tasks or processes (such as using word processing, spreadsheet, or slide show presentation software) performed exclusively or primarily by a PC device.

# Billing and Schedule Information

Welcome to Dell Financial Services. We look forward to working with you and your team to form a long lasting relationship. To ensure we set your account up properly in our systems we need the information below. Please work with your Accounts Payable team to complete this form. If you have any questions contact your DFS Sales Representative. Please return this form to your DFS Sales Representative or [DFS\\_Customer\\_Setup@Dell.com](mailto:DFS_Customer_Setup@Dell.com). Thank you!

## I. PREPARING YOUR A/P SYSTEM TO REMIT PAYMENTS TO DFS:

Below is information commonly requested by our customers to assist in setting up their system to successfully remit payment to DFS. If you require additional information please contact your DFS Sales Representative.

<p><b>***ACH Instructions***</b>  <b>JPMorgan Chase Bank, N.A.</b>  <b>1 Chase Manhattan Plaza</b>  <b>New York, NY 10081</b></p>	<p>DFS Accounts Only                  ABA # <b>021000021</b>                  Account # 432217011                  Must include contract &amp; schedule number or invoice number                  CTX+ format should be first choice if it is an option                  Email remittance to <a href="mailto:USDFSCASHPAYMENTS@dell.com">USDFSCASHPAYMENTS@dell.com</a></p>
<p><b>Wire Transfer Instructions</b>  <b>JPMorgan Chase Bank, N.A.</b>  <b>1 Chase Manhattan Plaza</b>  <b>New York, NY 10081</b></p>	<p>DFS Accounts Only                  ABA # <b>021000021</b>                  Account # 432217011                  Must include contract &amp; schedule number or invoice number                  Email remittance to <a href="mailto:USDFSCASHPAYMENTS@dell.com">USDFSCASHPAYMENTS@dell.com</a>                  JPM Swift Code for international wires only: CHASUS33</p>
<p><b>Payee information:</b>  <b>Dell Financial Services L.L.C. Payment Processing</b>  <b>Center</b>  <b>Federal Tax ID# 74-2825828</b></p>	<p>PO Box 6549                  Carol Stream, IL 60197-6549</p>

## II. YOUR COMPANY INFORMATION:

Company Name: HIDALGO COUNTY, TX

Physical Address (primary location): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

## III. SCHEDULES:

Name of recipient(s) to receive monthly schedules **for reconciliation**: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate): \_\_\_\_\_

Attention: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Would you prefer to sign your documents electronically via Echosign?  Yes  No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?\*

Cost Center  Equipment Type  Equipment Location  PO Number

*\*Invoices will follow the format of the Schedule and include a breakout of the items above if requested*

#### IV. Purchase Orders

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how PO will be issued:

Do you utilize blanket PO's?  Yes  No

Is PO Fulfillment required for Scheduling?  Yes  No

DFS will consolidate shipped orders and place on a Schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales Representative.

Is board approval necessary?  Yes  No If yes, when are meetings held? \_\_\_\_\_

Fiscal Year is from \_\_\_\_\_ to \_\_\_\_\_

#### V. INVOICING/BILLING: (If multiple locations please include all as an attachment)

Accounts Payable Contact Name: \_\_\_\_\_

Is the billing address the same as primary location above?  Yes \*\*  No

\*\*If yes, please skip and proceed to invoice preference

AP Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

County: \_\_\_\_\_

Attention: \_\_\_\_\_

Email Address: \_\_\_\_\_ AP Direct Telephone Number: \_\_\_\_\_

Email Address for PDF or Electronic Invoices (if different than AP contact): \_\_\_\_\_

#### VI. INVOICE PREFERENCES: (Choose 1 from each category)

Invoice Options:	<input type="checkbox"/> <b>Contract Level</b> (one invoice per contract)	<input type="checkbox"/> <b>Consolidated</b> (one invoice for all contracts that have the same invoice due date)
Invoice Format:	<input type="checkbox"/> <b>Detail</b> (with asset level detail)	<input type="checkbox"/> <b>Summary</b>
Delivery Format:	<input type="checkbox"/> <b>Paper</b> (US Mail)	<input type="checkbox"/> <b>PDF</b> A paper copy will not be mailed.
	<input type="checkbox"/> <b>Electronic CSV</b> (to convert to Excel)	<input type="checkbox"/> <b>3rd Party Invoicing Tool (Ariba, SAP)</b> Enter tool name: _____

Do you need separate invoices for Miscellaneous Billings?  Yes  No

Do you require a PO # on invoice to process payment?  Yes  No

Typical processing time for invoices is 30 days. If you require more than 30 days please contact your DFS Sales Representative.

#### VII. TAX & FEES

Where required, Sales/Use Tax will be assessed and invoiced. Is your company/entity tax exempt?  Yes  No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (Contracts)?  Yes  No

Personal Property Tax (PPT)  Rebilled Annually  Monthly Property Management Fee

California Environmental Fee Do you intend to finance the California Environmental Fee, if applicable?  Yes  No

Do you intend to finance shipping by adding shipping costs for the products to your schedule?  Yes  No

## VIII. ADDITIONAL TAX INFORMATION

**Tax Exemption:** If your company/entity holds an exemption or direct pay certificate, please ATTACH a copy of the certificate to this document. PLEASE NOTE: If tax exempt, a valid Tax Exemption Certificate or Direct Pay Certificate must be provided for each state in which the products are located.

Tax Exempt Certificate Requirements:

- Made out to Dell Financial Services
- Signed by an authorized employee/owner
- Coincide with the date the schedule is signed
- Have a description of the items; computer hardware/software is generally a sufficient description

The following are not acceptable forms of exemption certificates:

- IRS letter declaring the company as non-profit (501-C) entity\*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State Registration Certificates

\* Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

**Personal Property Tax:** Tangible business personal property is taxable in most states. In general the definition of tangible property is: Personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

We appreciate you taking the time to provide the information above. Our goal is to provide a seamless schedule and invoice delivery. If you have any questions or need to provide additional information please contact your DFS Sales Representative. Thank you for choosing Dell Financial Services.

### Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. The Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.



**SECRETARY/CLERK CERTIFICATE**

I, \_\_\_\_\_, do hereby certify that:

(i) I am the duly elected, qualified, and acting \_\_\_\_\_ (Clerk, Secretary, etc.) of HIDALGO COUNTY, TX, a TX public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 56658652-56225 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called \_\_\_\_\_ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the \_\_\_\_\_ day of \_\_\_\_\_ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from \_\_\_\_\_ to \_\_\_\_\_.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.  
IN WITNESS WHEREOF:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Clerk or Secretary)

Date: \_\_\_\_\_

---

Subscribed to and sworn before me:

Notary Public: \_\_\_\_\_  
(Name)

Date: \_\_\_\_\_

My commission expires: \_\_\_\_\_