Dell Financial Services

Dell Technologies

WEBB COUNTY, TX
SOFTWARE AND/OR MAINTENANCE ONLY
FINANCING SCHEDULE NO. 011-6799324-003
TO MASTER LEASE AGREEMENT NO. 594081-62912
APPENDIX F CONTRACT # DIR-TSO-3763

THIS SCHEDULE, ENTERED INTO BETWEEN **DELL FINANCIAL SERVICES L.L.C.** ("Lessor") and **WEBB COUNTY, TX** ("Lessee"), IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF THE MASTER LEASE AGREEMENT NO. 594081-62912 ("MLA" or "Agreement") BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND THE STATE OF TEXAS ACTING BY AND THROUGH THE DEPARTMENT OF INFORMATION RESOURCES ("DIR") UNDER APPENDIX F OF CONTRACT # DIR-TSO-3763 BETWEEN THE DIR AND DELL MARKETING L.P. DATED JANUARY 10, 2018.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the MLA, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the MLA.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: Dell Marketing L.P. One Dell Way Round Rock TX 78682

Product Description	Product Location	Lessee Purchase Order No.	Primary Term (Mos.)	Commencement Date*
See Exhibit A	See Exhibit A	See Exhibit A	60	TBD

Rent is payable: In Advance

Payment Period: Annual

* Lessee is responsible for applicable taxes, shipping and other amounts as described in the MLA and, with the first payment of Rent any prorated Rent, if applicable. Such amounts are further described in Exhibit "A".

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the MLA. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the MLA:

1. SECTION 5. RENT PAYMENTS.

Insert as a new last sentence to this Section the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

Payment Number/ Purchase Date	Rent	Interest Portion	Principal Portion	Purchase Price"

2. NATURE OF SCHEDULE: Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a loan in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such loan.

3. **PRODUCTS CONSISTING SOLELY OF SOFTWARE AND RELATED SERVICES:** The Products covered by this Schedule consist exclusively of the Software identified on Exhibit A; that Lessee hereby acknowledges has been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that any language in the MLA pertaining to Lessor's ownership of the Products, alterations or return of the Products at the end of the Lease shall not apply to the extent they would violate the underlying Software Licensing Agreement. Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the MLA shall apply to this Schedule including without limitation: Sections 5 (Rent Payments) 6 (Liens and Taxes), 13(b) (limitation of liability); 16 (No Warranties), and 17 (Indemnification). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

4. **SECTION 30. MISCELLANEOUS.**

Insert the following at the end of subsection (b):

"Notwithstanding the foregoing, this 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 this Schedule would constitute chattel paper as that 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".

Insert the following at the end of subsection (e):

"If Lessee delivers this Schedule or any amendment (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."

5. **ADDITIONAL PROVISIONS:** For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software or associated services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Software licensor, Lessee authorizes Lessor to deliver a copy of this Schedule to the licensor as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, notwithstanding anything in the MLA to the contrary, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

6. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the Commencement Date and the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the MLA, this Schedule and the attached Exhibits "A" and "B".

WEBB COUNTY, TX
(Lessee)

By: ______________________________
(Authorized Signature)
Adelaido Uribe III
(Name/Title) Chief Exec. Administrator
4-16-25
(Date)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: Josh Plunkett
Josh Plunkett
Senior Manager, Operations
Dell Technologies | Financial Services

(Date) REVIEWED By Paul Soane at 11:43 am, Mar 14, 2025

ACCEPTANCE CERTIFICATE

Acceptance Certificate under Schedule No. 011-6799324-003 dated as of March 13, 2025 between Dell Financial Services L.L.C. ("Lessor") and WEBB COUNTY, TX ("Lessee") under Master Lease Agreement No. 594081-62912 between Dell Financial Services L.L.C and the State of Texas acting by and through the Department of Information Resources ("DIR") under Appendix F of contract # DIR-TSO-3763 between the DIR and Dell Marketing L.P. dated January 10, 2018 (collectively, the "Lease").

1. Asset(s). The Lessee hereby certifies that the Asset(s) set forth and described in the above mentioned Schedule have been delivered to the location(s) set forth in the Schedule, inspected by the Lessee, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: April 16, 2025

2. Representations by the Lessee. The Lessee hereby represents and warrants to the Lessor and any Assignees that on the Date of Acceptance set forth above:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Lease has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Master Lease Agreement.

WEBB COUNTY, TX
LESSEE:

BY: ______________________

NAME: Adelaido Uribe III

TITLE: Chief Executive Administrator

Dell Financial Services™

Prepared For: **Webb County, Texas**
TX DIR-TSO-3763

March 4, 2025

Term	60
Option	IPA
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

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.

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	5 Payments
3000186514501.1	Webb County Managed Detection and Response Powered by Taegis XDR - Per Endpoint, 5 Years	$440.00	1300	$572,000.00	0.2000	$114,400.00
3000186351114.1	Secureworks SLED ONLY Taegis VDR COW130060 3 28 2025 to 3 27 2030	$64.00	1300	$83,200.00	0.2000	$16,640.00
	TOTALS			$655,200.00		$131,040.00

lalo

Proposal Expiration Date:
April 3, 2025

PLEASE NOTE:

6 Month Deferral, first payment will be in October 2025.

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. Upon expiration, lease rates may be changed in the event that market rates change

End of Term Options:
Payment Agreement (PA), Installment Payment Agreement (IPA), or Embedded Terms Payment Agreement (ETPA):
- When Maker fulfills all payment obligations including all applicable sales, use, property taxes, fees and performance requirements under the PA, IPA, or ETPA terms, the contract will end.

Faith Tamasi
Account Manager
Dell | Financial Services
Phone #512-720-6007
Faith.Tamasi@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.

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.

INDEXING LANGUAGE: Upon expiration, lease rates may be changed in the event that market rates change.

Dell Financial Services

Dell Technologies

WEBB COUNTY, TX - TX DIR
Amortization Schedule
011-6799324-003
Exhibit B

**DLED is DFS' Leased Equipment Discount applied directly to the Principal amount only, and is only available from DFS when a customer leases the Products with DFS.*

Commencement Date TBD

Total Financed Amount	$655,200.00

DUE DATE	PAYMENT #	PAYMENT AMOUNT	PRINCIPAL	INTEREST	UNPAID BALANCE
TBD	1	$ 131,040.00	$ 131,040.00	$ -	$ 524,160.00
TBD	2	$ 131,040.00	$ 89,745.71	$ 41,294.29	$ 393,120.00
TBD	3	$ 131,040.00	$ 98,653.22	$ 32,386.78	$ 262,080.00
TBD	4	$ 131,040.00	$ 108,444.82	$ 22,595.18	$ 131,040.00
TBD	5	$ 131,040.00	$ 119,208.26	$ 11,831.74	$ -