



® Apple Equipment Loan Agreement

This Apple Equipment Loan Agreement (the "Agreement") is made and entered into as of Recipient's acceptance of the terms and conditions of the Agreement ("Effective Date"), by and between Apple Inc., a California corporation having its principal place of business at One Apple Park Way, Cupertino, CA 95014 ("Apple") and Williamson County, Texas, having its principal place of business at, 710 Main St., Georgetown, TX 78626 ("Recipient").

Purpose

Apple wishes to loan certain Equipment to Recipient, and Recipient wishes to borrow the Equipment. Recipient's use of such Equipment shall be governed by the terms and conditions of the Agreement set forth below.

1. DEFINITIONS

"**Equipment**" means the Apple equipment, software, supplies, or other materials listed in Exhibit A, including all spare and maintenance parts.

"**Loan Period**" means the period of time from the Start Date to the End Date listed in Exhibit A.

"**Purpose**" means that Recipient will borrow the Equipment to equip Recipient's field teams with field test support to respond to the COVID-19 pandemic.

2. OWNERSHIP AND DELIVERY

2.1 Equipment Delivery. Apple will, at its expense, arrange for delivery of Equipment to Recipient, as Apple in its sole discretion deems appropriate.

2.2 Equipment Title & Interest. Title to the Equipment will remain vested in Apple. Nothing in this Agreement will be construed as conveying to the Recipient any right, title, or interest in the Equipment, except as a borrower and only for the limited Purpose as set forth herein. Recipient will not directly or indirectly cause, create, or permit to exist any mortgage, security interest, lien, encumbrance or claim against the Equipment, title thereto, or any interest therein. Recipient, at its expense, will promptly take such action as may be necessary to duly discharge any such mortgage, security interest, lien, encumbrance, or claim against the Equipment, title thereto, or any interest therein, if it arises.

3. RECIPIENT'S RESPONSIBILITIES

3.1 Taxes & Duties. If and to the extent applicable, Recipient will pay all taxes, duties, or other imposts levied on the Equipment or its use during the Term.

3.2 Risk of Loss or Damage. Recipient will be responsible for physical loss of or damage to the Equipment while in the possession or control of Recipient, and will use its best efforts to prevent loss, theft and damage of the Equipment and return it to Apple at the end of the Loan Period. Recipient assumes this liability as of the time Recipient takes possession of the Equipment or when the common carrier or other entity selected by Apple to deliver the Equipment to Recipient surrenders possession of the same to Recipient or its agent, whichever is earlier. Recipient's liability under this section ends when Recipient returns the Equipment to Apple in the same condition as it was provided to Recipient, less reasonable wear and tear. Recipient will reimburse Apple for physical loss or damage to Equipment in an amount equal to the cost of the damaged or lost Equipment as specified in Apple's consumer price list ("Apple Price List") as of the Effective Date of this Agreement, unless Apple waives reimbursement in writing.

3.3 Equipment Setup & Repair. Recipient is responsible for Equipment setup and packaging throughout the Term. Recipient is required to contact Apple to authorize any Equipment repair.

3.4 Equipment Modification & Use. Recipient agrees not to change, alter, or otherwise modify the Equipment without Apple's prior written permission. Recipient will allow Apple to make any changes, alterations, modifications, or exchanges, as Apple, in its sole discretion, deems necessary or desirable. Recipient agrees to only use the Equipment for the Purpose stated in this Agreement and will not copy, or otherwise reproduce, reverse engineer, disassemble, or decompile any software components, training product or other components of the Equipment.

3.5 Equipment Location & Inspection. The Equipment must remain at Recipient's facilities of operations or, if not at its facilities of operations, must remain under Recipient's control, or such other address as Apple approves in writing prior to Equipment removal. Any mobile device may be temporarily moved to locations near the ship to location. Equipment shall not be removed from the United States at any time during the Term. Apple shall have the right to inspect the Equipment upon forty-eight (48) hours written notice to Recipient.

3.6 Equipment Return. Recipient must return the Equipment to an Apple representative within seven (7) days from the Loan Period expiration or termination of this Agreement. If Recipient does not return the Equipment within such time, Apple will invoice Recipient an amount equal to the cost of the Equipment as specified in the Apple Product Price List as of the Effective Date and Recipient agrees to pay such amount within thirty (30) days of the invoice date. Apple has no obligation to return any media or content incorporated into the Equipment if Equipment is returned with such media or content. Nor will Apple have any liability for removing or not removing any such content or media from the Equipment after its return.

3.7 Financing Statement. At Apple's request, Recipient shall cooperate with Apple in executing one or more financing statements regarding any or all of the Equipment, pursuant to the Uniform Commercial Code. Recipient acknowledges and agrees that nothing in this Agreement will allow Recipient to claim the Equipment as part of Recipient's assets subject to liquidation should Recipient declare bankruptcy.

3.8 Privacy; Standards of Care. Recipient will not provide Apple with user data or any other user information that Recipient collects or otherwise has access to in connection with using the Equipment ("Information"). Further, to the extent that Recipient will receive, access or store any data from or about users in connection with using the Equipment then Recipient agrees to: (1) maintain the Information in strict confidence, using the degree of care appropriate to avoid unauthorized access, use, or disclosure; (2) use and disclose the Information exclusively for the purposes for which the Information was collected or accessed to respond to the COVID-19 pandemic; (3) not, directly or indirectly, disclose the Information to any unauthorized person or organization without express written consent from the person to which the Information relates, unless and to the extent required by applicable law; and (4) comply with all laws and other policies that apply to the collection, access, use, storage, disposal, and disclosure of the Information.

4. LIMITATION OF LIABILITY

4.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (A) APPLE SHALL HAVE NO LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND (B) IN NO EVENT SHALL APPLE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR DIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION IN USE, OR UNAVAILABILITY OF DATA) OR FOR PUNITIVE OR EXEMPLARY DAMAGES, WHETHER AS A RESULT OR BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE. THE REMEDIES OFFERED BY APPLE UNDER THIS AGREEMENT REPRESENT RECIPIENT'S SOLE AND EXCLUSIVE REMEDY.

4.2 THE PARTIES HEREBY AGREE THAT THE TERMS CONCERNING INDEMNITY, WARRANTY DISCLAIMER AND THE ABOVE LIMITATIONS OF LIABILITY REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

5. WARRANTY DISCLAIMER

THE EQUIPMENT IS PROVIDED TO RECIPIENT "AS IS." APPLE HEREBY DISCLAIMS, AND RECIPIENT HEREBY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNIFICATION

To the extent not prohibited by Texas law, Recipient will defend, indemnify, and hold Apple, its affiliates, officers, directors and personnel, harmless from and against any and all claims, demands, and allegations, against Apple, or any of its affiliates or personnel, including costs, damages, liabilities and fees (including reasonable attorney and other professional fees), that arise out of or in connection with this Agreement or Recipient's possession or operation of the Equipment (the "Damages"). The Damages will not apply to claims arising solely from the Equipment's infringement of a third party's copyright, patent, trade secret, mask work, or trademark rights on the condition that such claims are not caused by any act, omission, or breach by Recipient or any misuse, modification,

or combination of the Equipment with other materials, technology, equipment or information.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Equipment is returned to Apple in accordance with the terms of this Agreement. Notwithstanding anything in the foregoing, in no event shall the loan of the Equipment exceed the Loan Period without Apple's prior written consent (the "Term").

7.2 Termination. Either party may terminate this Agreement with written notice to the other. Upon such termination, Recipient shall return the Equipment to Apple in accordance with Section 2.6 of this Agreement.

7.3 Survival. Upon expiration or termination of this Agreement, all defined terms and the following sections shall remain in effect: 2.2, 3.1, 3.2, 3.6, 3.8, 4, 5, 6, 7.1, 7.3, 8, and 9. Any additional obligations that expressly or by their nature are intended to continue after the termination or expiration of this Agreement shall survive and remain in effect.

8. BUSINESS ETHICS

8.1 Recipient agrees that Recipient: (i) has reviewed and understands the policies included or referenced in this Agreement with respect to ethical business conduct; and (ii) will fully comply with all such policies.

8.2 Recipient agrees and will comply throughout the Term with all applicable laws and regulations enacted to address bribery and corruption, including the United States Foreign Corrupt Practices Act ("FCPA"), the principles of the OECD Convention on Combating Bribery of Foreign Public Officials (the "OECD Convention") and any corresponding laws of all countries where business or services will be conducted or performed pursuant to this Agreement. Recipient shall not, directly or indirectly, pay, offer, promise, or give anything of value (including any amounts paid or credited by Apple to Recipient) to any employee or official of a government, government controlled enterprise or company, political party, or to any other person while being aware of or having a belief that such money or item of value will be passed on to one of the above, to influence any act or decision by such person or by any governmental body for the purpose of obtaining, retaining, or directing business to Apple. Additionally, Recipient, to the extent permissible by law, shall notify Apple of any circumstance whereby, to the best of the Recipient's knowledge, an owner, partner, officer, director or an employee of the Recipient who is assigned to a current or prospective Apple customer account has been or will become, during the Term, an official or employee of a governmental entity or political party or a candidate for political office.

8.3 Recipient represents and warrants that: (i) all information provided to Apple in connection with this Agreement is complete and true; and (ii) any and all information required or requested by Apple during the Term will be complete and true.

9. GENERAL TERMS

9.1 Assignment. Recipient will not assign this Agreement, or any of the rights or obligations hereunder without the Apple's prior written consent. Any attempted assignment by Recipient will be null and void. Apple may assign this Agreement, any Equipment, and any of its rights hereunder, as Apple in its sole discretion deems necessary or appropriate. The provisions of this Agreement shall be binding upon and inure to the benefit of Apple and Recipient, their successors, and permitted assigns.

9.2 Governing Law/Venue. If Recipient is a public institution or agency, this Agreement will be governed and interpreted under the laws of the state in which Recipient is located. If Recipient is not a public institution or agency, this Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of laws provisions. In the event that litigation commences, the parties agree that the venue shall be Santa Clara County, California.

9.3 Notice. Any notice under this Agreement must be in writing and will be deemed given when delivered personally or sent by email, fax, or commercial overnight courier specifying next-day delivery, with written confirmation of receipt. Notices to Apple will be sent to the following address:

Apple Inc.
Attn: Genevieve Wyman
One Apple Park Way, MS: 169-5CL
Cupertino, CA 95014

With a copy to:
Apple Inc.
Attn: Apple Legal Dept., Ray Fernando
One Apple Park Way, MS 169-5CL
Cupertino, CA 95014

Notice to Recipient will be sent to the address set forth in the first paragraph of this Agreement. Either party may give notice of a change of address for receipt of notices by giving notice in accordance with this section.

9.4 Severability. If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and be construed to effectuate Apple's and Recipient's intentions in executing it.

9.5 No Waiver. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce afterward that or any other provision of this agreement.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

9.7 Headings & Construction. Section headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

9.8 Modification. Any modifications of this Agreement shall be in writing and signed by authorized representatives of both Apple and Recipient.

9.9 Compliance with Laws. Each party will comply with all applicable laws and regulations (including, without limitation, the laws and regulations of the U.S. Government relating to export, import, labor and employment) and defend and hold the other harmless from any expense or damage resulting from its violation or alleged violation in the performance of this Agreement.

9.10 Entire Agreement. This Agreement, including its exhibits, constitutes the entire agreement between Apple and Recipient with respect to the subject matter, and any and all previous written or oral agreements are expressly canceled. Apple and Recipient acknowledge that it is not entering this Agreement on the basis of any representations not expressly contained in this Agreement.

9.11 Authority. Recipient represents and warrants that it has all right, power and authority under applicable law to enter into and perform this Agreement and that the person signing below has the requisite legal authority to bind Recipient to the terms of this Agreement.

9.12 Publicity. Recipient will not use Apple's name, logo, trademarks, or service marks in any advertising, communications, or publications or quote Apple representatives in its communications, without Apple's prior review and written consent.

EXHIBIT A

Start Date: 3/23/2020

End Date: 9/30/2020

Equipment Loaned

<u>QTY.</u>	<u>Model</u>	<u>Configuration</u>
10	MP2FLL/A	iPad Wi-Fi 32 GB – Space Gray
9 MacBook Pro	MV90xx/A	MacBook Pro Notebook with 15 inch screen
1 MacBook Pro	MUHN2xx/A	MacBook Pro Notebook with 13 inch screen

Recipient certifies that it is permissible under applicable laws and policies for Recipient to accept this Equipment.
The duly authorized representative of the Recipient executes this Agreement as of the Effective Date.

ACCEPTED AND AGREED:

APPLE INC.

By: 

Printed Name: Lisa P. Jackson

Title: VP, Environment, Policy and Social Initiatives

Date: 3/24/20

RECIPIENT

By: 

Printed Name: Bill Grapelli Sr.

Title: County Judge

Date: 3-23-2020

1. The first part of the paper
is devoted to a general
survey of the situation
in the field of research.