



LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made between **DELL COMPUTER HOLDINGS L.P.**, a Texas limited partnership ("Dell") and **WILLIAMSON COUNTY SHERIFF'S OFFICE, acting by and through WILLIAMSON COUNTY, TEXAS** ("Licensee") (Dell and Licensee are sometimes referred to herein collectively as the "parties").

RECITALS

WHEREAS, Dell is the owner of that certain property located at 2401 Greenlawn Blvd., Round Rock, TX 78682 (the "**Property**");

WHEREAS, Licensee has requested access to the portion of the Property known as RR8 shown as "A" in Exhibit "A" attached hereto (the "**Event Site**");

WHEREAS, Dell desires to grant to Licensee a license for the limited use of a portion of the Event Site for the purpose of Licensee conducting SWAT training exercises (the "**Event**") at the Event Site;

WHEREAS, Dell and Licensee desire for Licensee to assume all responsibility for those participating in, spectating and/or supervising said Event; and

WHEREAS, in connection with granting Licensee said license for the right to use the Event Site as set forth above, the parties desire to enter into this Agreement to acknowledge the terms and conditions applicable to such right.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Grant of License.** Dell does hereby grant to Licensee a license to enter onto the parking lot in or near the Event Site and enter onto that certain portion of the Event Site as described on Exhibit "A" attached hereto, for the purpose of conducting law enforcement S.W.A.T. training exercises provided, however, that such license shall be utilized only during the hours of 7:00 a.m. through 8:00 p.m. on August 5, 2024. Licensee shall undertake such use in compliance with all applicable laws, codes, ordinances and governmental regulations.

The license granted herein shall further be limited in scope. The training that is described by the Event shall be conducted using "Simunition" facsimile ammunition and no actual ammunition shall be used or approved for use during the Event.

Licensee agrees that it shall comply with all laws, ordinances and other regulations governing use of the Event Site. Licensee shall not cause physical damage to the Property and, further, it shall return the Event Site to the condition in which it was prior to the Event.

2. **Termination of License.** The license herein granted to Licensee (the "**License**") shall automatically terminate at **8:00 p.m. on August 5, 2024.**

3. **License Fee Waived.** Licensee shall not be required to pay any rent or fee to Dell for this License.

4. **No Dedication.** No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of the Property other than the License during the period of this License.

5. **Notice.** Any notice hereunder must be in writing, and shall be effective the earlier of (i) when actually received by the party to be notified, or (ii) upon the expiration of three (3) days after being deposited in the United States mail, overnight courier, certified or registered mail, return receipt requested, addressed as set forth below (or as may be designated from time to time as provided in this Paragraph 5). For purposes of notice, the addresses of the parties, until changed as herein provided, shall be as follows:

If to Dell: c/o Dell Inc.
One Dell Way, R-33
Round Rock, Texas 78682
Attn: Legal Department – Americas Real Estate

If to Licensee: Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626
Attn: Hal C. Hawes, General Counsel

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to the subject matter hereof. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

7. **Assignability; Successors.** The rights, privileges and benefits herein granted to Licensee shall be personal to Licensee and shall not constitute servitudes or benefits that run with the land. Accordingly, this Agreement and the rights, privileges and benefits herein granted may not be assigned. Subject to the foregoing provisions, this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

8. **Indemnification.** To the extent authorized by law, Licensee hereby agrees to indemnify, defend and hold Dell and its representatives, agents, officers, directors, employees, shareholders, attorneys, successors and assigns (together, the "**Indemnified Parties**") harmless from and against, and shall reimburse the Indemnified Parties for, any and all liability, losses, costs, claims (including but not limited to claims related to contracting communicable diseases, including but not limited to COVID-19), causes of action, damages, expenses, judgments, penalties, fines, financial responsibilities or obligations of any nature whatsoever arising out or in any way relating to Licensee's exercise of its rights under this Agreement or the entry otherwise by Licensee, its employees and their vehicles onto the Property. To the extent an indemnification by Licensee is not authorized by law, Licensee hereby agrees that it shall be responsible for death and bodily injury for all Event participants and further agrees that Licensee shall be responsible for costs and claims associated with the Event. Licensee is not liable for any damage caused by a pre-existing condition on the Property that is unrelated to Licensee's use of the Property under this Agreement.

9. **Insurance.** Licensee is a political subdivision of the State of Texas and as such, Licensee is subject to the liability and damage limitations of the Texas Tort Claims Act. Licensee has chosen to self-insure rather than to obtain insurance coverage for its residual liability and the full faith and credit of Licensee, therefore, stands behind any lawful claims against it, its officials, employees, or agents.

10. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

EXECUTED to be effective as of the date of the last party's execution below.

DELL:

DELL COMPUTER HOLDINGS, L.P.

By: Dell DFS Corporation, a Delaware corporation,
its General Partner

By: Jshetrne
Jshetrne (Jul 24, 2024 16:47 CDT)
Name: Jeff Hearne
Title: Senior Director, Corporate Security
Date: July 24, 2024

LICENSEE:

**WILLIAMSON COUNTY SHERIFF'S OFFICE,
Acting by and Through Williamson County, Texas**

By: _____
Name: _____
Title: _____
Date: _____, 2024

Exhibit "A"
Event Site

The Event site shall consist of (i) a reasonable number of parking spaces in the vicinity of Dell Way, Building #8, Round Rock, TX 78664, and (ii) access to floors 1, 2, and 3, in Building #8, with the exception of the following locations within the building:

- Big Rock Lab
- Breckenridge Lab
- Mountain Dew Lab
- Integrated Solutions Engineering Lab
- DPS Lab
- All rooms with an IDF designation (network telecommunications equipment)