Lessor:	Insight Public Sector, Inc.				
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167,				
	Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").				
Lessee:	Webb County				
Order No.:	Order No				
Document Date:	November 15, 2019				

This **Schedule 3** is entered into pursuant to the MLA between Lessor and Lessee.

- 1. <u>Interpretation</u>. The terms and conditions of the MLA are incorporated herein.
- 2. Equipment Description. The Equipment subject to this Schedule is described in Exhibit 1, attached hereto.
- 3. <u>Term and Payments.</u> Lease Term and Lease Payments are per the table below. If the Payment due dates are not defined, they shall be defined as the first day of each annual period in the table below.
- 4. <u>Expiration.</u> Lessor, at its sole determination, may choose not to accept this Schedule if the fully executed, original Agreement (including this Schedule and all ancillary documents) are not received by Lessor at its place of business by November 15, 2019.
- 5. Equipment Cost. The total acquisition cost of the Equipment is \$1,012,255.31.
- 6. <u>Opinion of Counsel</u>. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit 2. hereto.
- 7. <u>Additional Purchase Option Provisions</u>. In addition to the Purchase and Renewal Options provisions set forth in section 13 of the MLA, as amended, Lease Payments payable under this Schedule shall be subject to prepayment as follows, subject to per diem adjustment.
- 8. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.
- 9. Effective Interest Rate. 2.990%.

		Payment Made			
Payment No.	Due Date	by Lessee	Principal	Interest	Termination Amount
1	12/1/2019	\$215,086.95	\$212,564.74	\$2,522.20	\$799,690.57
2	12/1/2020	\$215,086.95	\$191,176.20	\$23,910.75	\$608,514.37
3	12/1/2021	\$215,086.95	\$196,892.37	\$18,194.58	\$411,622.00
4	12/1/2022	\$215,086.95	\$202,779.45	\$12,307.50	\$208,842.55
5	12/1/2023	\$215,086.95	\$208,842.55	\$6,244.39	\$0.00

IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be executed in their names by their duly authorized representatives.

Lessor: Insight Public Sector, Inc.	Lessee: Webb County
By:	Ву:
Name:	Name:
Title:	Title:
	Attest:
	By
	Name:
	Title:

THIS Rider dated November 15, 2019, which is entered into as of between Lessor and Lessee, is intended to modify and supplement the Texas Department of Information Resources Contract No. DIR-TSO-4167, Appendix F – Master Lease Agreement between Lessor and Lessee, (the "MLA") and Schedule No. 3 to the MLA (the "Schedule"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the MLA.

- Lessee acknowledges and agrees that any Termination for Cause or Convenience as defined in the DIR Contract DIR-TSO-4167, as amended, will not terminate Lessee's obligations to continue to make Lease Payments as defined in the MLA for any executed Schedule(s) for which corresponding Equipment has been accepted prior to termination.
- 2. Notwithstanding anything to the contrary contained in the MLA, upon acceptance of the Equipment by Lessee and unless otherwise required by the laws of the State of Texas, title to the Equipment shall vest in Lessee, subject to Lessor's interests under the Schedule.
- 3. Waiver of Jury Trial. Unless prohibited by law, Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this MLA and each Schedule or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof and thereof; provided, however, such waiver by Lessee does not apply to any action, proceeding or counterclaim in which Lessor is a party but applies only to any action, proceeding or counterclaim in which any unaffiliated assignee of Lessor of the Rent Payments (and all other sums payable under the MLA and each Schedule) is a party, and in no event will preclude the right to jury trial of Lessee against the Lessor or any successor or assignee responsible for the performance of the underlying contract for goods and services and the warranties and liabilities associated with them.

IN THE EVENT of any inconsistency between the terms and conditions of the MLA, the Schedule and this Rider, the terms and conditions of this Rider shall govern.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Rider to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: Insight Public Sector, Inc.	Lessee: Webb County
By:	Ву:
Name:	Name:
Title:	Title:

EXHIBIT 1

Equipment Schedule

Lessor:	Insight Public Sector, Inc.				
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167,				
	Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").				
Lessee:	Webb County				
Order No.:	Order No				
Document Date:	November 15, 2019				

Equipment as described below by Insight Public Sector, Inc. Quote No. Q072519JS-CORE dated 7/25/2019, Insight Public Sector, Inc. Quote No. Q082219JS-OPT2 dated 8/22/2019, and Insight Public Sector, Inc, Quote No. Q062519JS-V3 dated 10/18/2019, referred to and incorporated herein by this reference (attached).

Insight Public Sector 6820 South Harl Avenue Tempe, A 85283

Account Exec: Christine Ricker Phone 512-663-8960 chrsitine.ricker@insight.com



Insight.

Associate AE: Jason Sawyers Phone: 480-366-7154 Fax: 480-760-6232 sawyers@insight.com

Cisco Core Upgrade Switch Solution C9300/C9500 DIR Contract#____DIR-TSO-4167_

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contract holder to minimize the impact of these tariffs to our clients.

Q072519JS-CORE Sales Quote: Date: 7/25/2019 Buyer: Webb County Name: Gus Ornelas Phone: 956-523-4893 Email: gornelas@webbcountytx.gov

Part Number	Description	Quantity	List Price	Discount	ι	Init Price	Exte	ended Price
	Access 1		\$ -	45.00%	\$	-	\$	-
C9300-48P-E	Catalyst 9300 48-port PoE+, Network Essentials	1	\$ 10,005.00	53.00%	\$	4,702.35	\$	4,702.3
C9300-NW-E-48	C9300 Network Essentials, 48-port license	1	\$ -	45.00%	\$	-	\$	_
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$ -	45.00%	\$	-	\$	_
9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	1	\$ -	45.00%	\$	_	\$	_
C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	1	\$ 1,120.00	45.00%	\$	616.00	\$	616.0
C9300-NM-2Y	Catalyst 9300 2 x 25GE Network Module	i	\$ 2,550.00	45.00%	\$	1,402.50	\$	1,402.5
CAB-SPWR-150CM	Catalyst Stack Power Cable 150 CM - Upgrade	li	\$ 100.00	45.00%	\$	55.00	\$	55.0
CAB-TA-NA	North America AC Type A Power Cable	2	\$ 100.00	45.00%	\$	33.00	\$	33.0
CON-SNT-C93004PE	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Esse	1	\$ 720.07	20.00%	\$	576.06	\$	576.0
PWR-C1-715WAC-P		l ¦				3/6.06	\$	3/6.0
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 Power Supply	l i	Ψ	45.00%	\$	687.50	\$	- /07/
69300UK9-169	715W AC 80+ platinum Config 1 SecondaryPower Supply		, , , , , , , , , , , , , , , , , , , ,	45.00%	\$			687.5
	UNIVERSAL		\$ -	45.00%	\$	-	\$	-
SFP-25G-AOC2M=	25GBASE Active Optical SFP28 Cable, 2M	1	\$ 420.00	45.00%	\$	231.00	\$	231.0
TACK-T1-1M	1 M Type 1 Stacking Cable	1	\$ 200.00	45.00%	\$	110.00	\$	110.0
	Access 2		\$ -	45.00%	\$	-	\$	-
C9300-48P-E	Catalyst 9300 48-port PoE+, Network Essentials	1	\$ 10,005.00	53.00%	\$	4,702.35	\$	4,702.3
C9300-NW-E-48	C9300 Network Essentials, 48-port license	1	\$ -	45.00%	\$	-	\$	-
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$ -	45.00%	\$	-	\$	-
nm-blank-t1	Cisco Catalyst Type 1 Network Module Blank	1	\$ -	45.00%	\$	-	\$	-
C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	1	\$ -	45.00%	\$	-	\$	-
C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	1	\$ 1,120.00	45.00%	\$	616.00	\$	616.0
C9300-NM-NONE	No Network Module Selected	1	\$ -	45.00%	\$	-	\$	-
C9300-SPS-NONE	No Secondary Power Supply Selected	1	\$ -	45.00%	\$	_	\$	
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	l i	\$ 95.00	45.00%	\$	52.25	\$	52.2
CAB-TA-NA	North America AC Type A Power Cable	li	\$ 75.00	45.00%	\$	32.23	\$	JZ.
CON-SNT-C93004PE		li				- E7/ O/		E7//
PWR-C1-715WAC-P	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Esse		\$ 720.07	20.00%	\$	576.06	\$	576.0
59300UK9-169	715W AC 80+ platinum Config 1 Power Supply	1	\$ -	45.00%	\$	-	\$	-
	UNIVERSAL	1	\$ -	45.00%	\$	-	\$	-
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$ 100.00	45.00%	\$	55.00	\$	55.0
	Access 3		\$ -	45.00%	\$	-	\$	-
C9300-48T-E	Catalyst 9300 48-port data only, Network Essentials	1	\$ 8,385.00	57.00%	\$	3,605.55	\$	3,605.5
C9300-NW-E-48	C9300 Network Essentials, 48-port license	1	\$ -	45.00%	\$	-	\$	-
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$ -	45.00%	\$	-	\$	-
nm-blank-t1	Cisco Catalyst Type 1 Network Module Blank	1	\$ -	45.00%	\$	-	\$	-
C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	1	\$ -	45.00%	\$	-	\$	-
C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	1	\$ 1,120.00	45.00%	\$	616.00	\$	616.0
C9300-NM-NONE	No Network Module Selected	1	\$ -	45.00%	\$	-	\$	_
C9300-SPS-NONE	No Secondary Power Supply Selected	1	\$ -	45.00%	\$	_	\$	
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$ 95.00	45.00%	\$	52.25	\$	52.2
CAB-TA-NA	North America AC Type A Power Cable	li	\$ -	45.00%	\$	02.20	\$	02.2
CON-SNT-C930048E	SNTC-8X5XNBD Catalyst 9300 48-port data only, Network	l i	\$ 611.51	20.00%	\$	489.21	\$	489.2
WR-C1-350WAC-P		li	\$ -	45.00%	\$	407.21	\$	407.
9300UK9-169	350W AC 80+ platinum Config 1 Power Supply	l ¦				-		-
	UNIVERSAL	I	\$ -	45.00%	\$	-	\$	-
TACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$ 100.00	45.00%	\$	55.00	\$	55.0
	Access 4		\$ -	45.00%	\$	-	\$	-
C9300-48T-E	Catalyst 9300 48-port data only, Network Essentials	1	\$ 8,385.00	57.00%	\$	3,605.55	\$	3,605.
C9300-NW-E-48	C9300 Network Essentials, 48-port license	1	\$ -	45.00%	\$	-	\$	-
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$ -	45.00%	\$	-	\$	-
IM-BLANK-TI	Cisco Catalyst Type 1 Network Module Blank	1	\$ -	45.00%	\$	-	\$	-
C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	1	\$ -	45.00%	\$		\$	
9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	1	\$ 1,120.00	45.00%	\$	616.00	\$	616.
C9300-NM-NONE	No Network Module Selected	1	\$ -	45.00%	\$	-	\$	-
C9300-SPS-NONE	No Secondary Power Supply Selected	l i	\$ -	45.00%	\$	_	\$	_
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	li	\$ 95.00	45.00%	\$	52.25	\$	52.
CAB-TA-NA						32.23	l	52.
	North America AC Type A Power Cable	1	\$ -	45.00%	\$	400.03	\$	400
CON-SNT-C930048E	SNTC-8X5XNBD Catalyst 9300 48-port data only, Network	1	\$ 611.51	20.00%	\$	489.21	\$	489.
WR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	1	\$ -	45.00%	\$	-	\$	-
9300UK9-169	UNIVERSAL	1	\$ -	45.00%	\$	-	\$	-
TACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$ 100.00	45.00%	\$	55.00		55.

	Access 5		\$ -	45.00%	\$	-	\$ -
C9300-48T-E	Catalyst 9300 48-port data only, Network Essentials	1	\$ 8,385.00	57.00%	\$	3,605.55	\$ 3,605.
C9300-NW-E-48	C9300 Network Essentials, 48-port license	1	\$ -	45.00%	\$	-	\$ -
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	i	\$ -	45.00%	\$		\$ -
C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	1	\$ -	45.00%	\$		\$ -
C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	1	\$ 1,120.00	45.00%	\$	616.00	\$ 616.
C9300-NM-2Y	I '	1	\$ 2,550.00		\$	1,402.50	
C9300-SPS-NONE	Catalyst 9300 2 x 25GE Network Module			45.00%		1,402.50	
	No Secondary Power Supply Selected	1	\$ -	45.00%	\$		\$ -
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$ 95.00	45.00%	\$	52.25	\$ 52.
CAB-TA-NA	North America AC Type A Power Cable	1	\$ -	45.00%	\$		\$ -
CON-SNT-C930048E	SNTC-8X5XNBD Catalyst 9300 48-port data only, Network	1	\$ 611.51	20.00%	\$	489.21	\$ 489.
PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	1	\$ -	45.00%	\$	-	\$ -
S9300UK9-169	UNIVERSAL	1	\$ -	45.00%	\$	-	\$ -
SFP-25G-AOC2M=	25GBASE Active Optical SFP28 Cable, 2M	1	\$ 420.00	45.00%	\$	231.00	\$ 231.
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$ 100.00	45.00%	\$	55.00	\$ 55.
	Core 1		\$ -	45.00%	\$	-	\$ -
C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	1	\$ 23,500.00	45.00%	\$	12,925.00	\$ 12,925.
C9500-NW-A	C9500 Network Stack, Advantage	1	\$ -	45.00%	\$	-	\$ -
C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	1	\$ -	45.00%	\$	-	\$ -
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$ -	45.00%	\$	-	\$ -
S9500UK9-169	UNIVERSAL	1	\$ -	45.00%	\$	-	\$ -
C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	1	\$ -	45.00%	\$	-	\$ -
C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	1	\$ 12,100.00	45.00%	\$	6,655.00	\$ 6,655.
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	1	\$ -	45.00%	\$	-	\$ -
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	1	\$ 2,100.00	45.00%	\$	1,155.00	\$ 1,155.
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	\$ -	45.00%	\$	1,133.00	\$ 1,133.
CON-SNT-C9504YA4	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Adva	1	\$ 1,692.00	20.00%	\$	1,353.60	\$ 1,353.
QSFP-100G-CU1M=	100GBASE-CR4 Passive Copper Cable, 1m	1		45.00%	\$	178.75	\$ 1,333.
Q311-1000-C01W-	Core 2	'	\$ 325.00 \$ -			1/0./3	'
C9500-48Y4C-A		,		45.00%	\$	10.005.00	\$ -
C9500-4814C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	1	\$ 23,500.00	45.00%	\$	12,925.00	\$ 12,925.
	C9500 Network Stack, Advantage	1	\$ -	45.00%	\$	-	\$ -
C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	1	\$ -	45.00%	\$	-	\$ -
NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	1	\$ -	45.00%	\$	-	\$ -
S9500UK9-169	UNIVERSAL	1	\$ -	45.00%	\$	-	\$ -
C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	1	\$ -	45.00%	\$	-	\$ -
C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	1	\$ 12,100.00	45.00%	\$	6,655.00	\$ 6,655.
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	1	\$ -	45.00%	\$	-	\$ -
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	1	\$ 2,100.00	45.00%	\$	1,155.00	\$ 1,155.
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	\$ -	45.00%	\$	-	\$ -
CON-SNT-C9504YA4	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Adva	1	\$ 1,692.00	20.00%	\$	1,353.60	\$ 1,353.
QSFP-100G-CU1M=	100GBASE-CR4 Passive Copper Cable, 1m	1	\$ 325.00	45.00%	\$	178.75	\$ 178.
			\$ -	45.00%	\$	-	\$ -
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	40	\$ 500.00	45.00%	\$	275.00	\$ 11,000.
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	40	\$ 700.00	45.00%	\$	385.00	\$ 15,400.
			\$ -	45.00%	\$	-	\$ -
			\$ -	45.00%	\$	-	\$ -
			\$ -	45.00%	\$	_	\$ -
			\$ -	45.00%	\$	_	\$ -
			\$ -	45.00%	\$	_	\$ -
	The U.S. government has imposed tariffs on technology-related goods. Many of		Φ -	43.00%	Φ	-	, -
	Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already						
	provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this						l
	quote may be subject to cost changes for Insight which will necessitate changes to						l
	the quoted pricing or withdrawal of the quote.						l

TOTAL

\$101,404.30

TERMS AND CONDITIONS

Transaction is governed by the applicable contract between Insight Public Sector and the Texas Department of Information Resources
Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction: www.insight.com/pages/legal.web#

The above referenced contract and warranties and disclaimers are hereby incorporated herein by this reference.

INSIGHT PUBLIC SECTOR SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR

DOCUMENT OR COMMUNICATION (A 'PURCHASE ORDER'). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS

CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED

Insight Public Sector 6820 South Harl Avenue Tempe, A 85283

Account Exec: Christine Ricker Phone 512-663-8960 chrsitine.ricker@insight.com

Associate AE: Jason Sawyers

Phone: 480-366-7154

Fax: 480-760-6232 Dell/EMC Data Protection Solution Option 3 w/5 Year Support sawyers@insight.com USC Contract 4400006644





Sales Quote: Q062519JS-V3 Date: 10/18/19 Shipping Terms: FOB Origin Payment Terms: Net 30 Sales Quote is valid for 30 days

Webb County Buyer: Gus Ornelas Name: Phone: 956-523-4893

gornelas@webbcountytx.gov Email:

Part Number	Description	Quantity	Ļi	ist Price		Unit Price	Ext	ended Price
PS-PDPAD-DDCTDP	PDP ADDON, DD CLOUD TIER	1	\$	4,215.00	\$	3,335.22	\$	3,335.22
CE-PDPDPDTC0001	1 TRAINING CREDIT VALID 1YR (PDP DP)	900	\$	1.00	\$	0.83	\$	743.02
PS-PDP-P30IDPA	30DAYPOSTDEPLOYASSIST IDPA	1	\$	240.00	\$	189.91	\$	189.9
DP5800CTL-DP	DP5800 BASE APPLIANCE CONTROLLER	'	\$	240.00	\$	107.71	4	107.7
DPRACK-1PH-DR3-DP		' '		-	\$	-	φ Φ	-
	DP APPL RACK 40U SNGL PHASE - DELL		\$	-		-	Þ	_
PC-RK30-US-1-DP	PWR CORD 1PH US+ JAP RACK DUAL-DP APPL		\$	-	\$	-	\$	=
DPNTWK-SW-DP	DP APPLIANCE NETWORK SWITCH	1	\$	-	\$	-	\$	-
DPSWITCH-FACKIT-DP	DP APPLIANCE NETWORK SWITCH FACKIT	1	\$	-	\$	-	\$	-
DPCMPNODE-G14-DP	DPAPPLG14COMPUTENODE	3	\$	-	\$	-	\$	-
DPXCVR-SFP-10GBE	XCVR 300 M SFP OPTICS	2	\$	954.00	\$	294.24	\$	588.4
DPCBL-LC-OM4-10M	10 M LC TO LC CABLE KIT	2	\$	60.93	\$	18.79	\$	37.58
DPAPPL_5800	ANCHOR DP APPLIANCE 5800	1	\$	-	\$	-	\$	-
DPDS60-4-180S-DP	DS60 SHELF 45X4TB SAS HDD G3 DP APPL	1	\$	-	\$	-	\$	-
DPFACINSTL5800-DP	DP5800 FACTORY INSTALL KIT	1	\$	-	\$	-	\$	-
DPA_CAP_PK_60TB	IDPA 60TB CAPACITY EXPANSION PACK	1	\$	198,749.58	\$	61,299.95	\$	61,299.9
PS-PDP-IDPAAEDP	PDP FOR IDPA DP5X SERIES	1	\$	10,761.00	\$	8,514.91	\$	8,514.9
R-EMISHIELD-3U	EMI SHIELD FOR 3U SHELF	2	\$	83.58	\$	25.78	\$	51.5
R-ES30-60S-G3-CT	OPT, ES30 SHELF, 15X4TB SAS HDD, RACK CT	2	\$	1.01	\$	0.31	\$	0.63
r-sas-hdms2-ct	R CABLE, DD, SASMINISAS HD-MINISAS, 2M CT	1	\$	-	\$	-	\$	-
M-PSM-HW-DD-DD1	PROSUPPORT 4HR/MC HARDWARE SUPPORT	1	\$	576,142.20	\$	177,698.37	\$	177,698.3
DPA_DP5800_CUBE	IDPA DP5800 BASE CUBE	1		461,100.27	\$	142,216.28	\$	142,216.2
458-002-264	IDPA CAPACITY ENABLER=CB	3	\$	-	\$	_	\$	-
M-PSM-SW-DD-DD1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	\$	_	\$	_	\$	_
458-002-258	IDPA DP5800 ENV CONFIG	i i	\$	_	\$	_	\$	_
456-113-309	PLUGIN FOR IDPA VREALIZE AUTOMATION=IA	1	\$	_	\$	_	\$	_
456-113-308	IDPA VREALIZE ENABLER=IA	1 1	\$		\$		¢	
456-113-302	IDPA SINGLE FED REPORTING SERVER=IA	'	\$	- 1	\$	_	Φ	_
456-113-340	DATA PROTECTION CENTRAL=IA	'	\$	-	\$	-	Φ	-
456-113-301		'		-	\$	-	φ	-
456-113-300 456-113-300	IDPA BU APP ENABLER=IA		\$	-	\$	-	Þ	-
456-113-324	IDPA CTRL FS 800GB 0.8TB RAW =CF	4	\$	-	,	-	Þ	-
	IDPA DP5800 BASE OE=IA		\$	-	\$	-	\$	-
456-113-303	IDPA BU SEARCH ENABLER=CA	1	\$	-	\$	=	\$	=
456-112-812	DP APPLIANCE SOLUTION=IA	1	\$	-	\$	-	\$	-
456-113-326	IDPA TARGET REPL 1TB RAW ENABLER=CB	180	\$	-	\$	-	\$	-
456-113-304	IDPA BACKUP G ENABLER=CC	180	\$	-	\$	-	\$	-
456-113-306	IDPA ANALYTICS ENABLER=CB	180	\$	-	\$	-	\$	-
456-113-305	IDPA TARGET PROTOCOL ENABLER=CA	180	\$	=	\$	=	\$	=
456-113-325	IDPA TARGET BOOST 1TB RAW ENABLER=CB	180	\$	-	\$	-	\$	-
456-113-780	IDPA BOOST FS=CA	180	\$	=	\$	-	\$	=
M-PSM-SW-DD-DD1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	\$	-	\$	-	\$	-
DDOS-62-DP	DDOS 6.2 IDPA=IA	1	\$	-	\$	-	\$	-
DPA_2-3	INTEGRATED DATA PROTECTION APP V2_3=IA	1	\$	-	\$	-	\$	-
458-002-284	DP5800 CLOUD TIER LICENSE	1	\$	-	\$	-	\$	=
456-113-337	LICCLD TIER 1TBSW CAP=CC	190	\$	402.80	\$	124.23	\$	23,604.19
M-PSM-SW-DD-DD1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	\$	68,878.80	\$	21,244,19	\$	21,244.19
458-002-484	EMC GRANULAR RECOVERY MICROSOFT HIGH=CA	180	\$	-	\$,,	\$	
M-PS-SW-DD-H1	PROSUPPORT W/NBD-SOFTWARE SUPPORT	1	\$	_	\$	=	\$	_
DD6800-CTL	SYSTEM DD6800 CTL NFS CIFS	'	\$	37,085.80	\$	11,438.30	\$	11,438.30
DDOS-61	DD OS 6.1=IA	'	\$	37,000.00	\$	11,400.00	\$	11,400.0
C-10GBTM4P-NF		1		4.070.25		1 057 07	φ Φ	1 057 0
PS-PDP-P30DD	DD 10GBASE TIO MODULE 4PORT	1 1	\$	4,078.35	\$	1,257.87	Φ	1,257.8
PS-PDPAD-DDDSAIN	30DAYPOSTDEPLOYASSIST DD	',	\$	240.00	\$	189.91	Φ	189.9
	PDP ADDON, DD DS SHELF INSTALL	'	\$	1,320.00	\$	1,044.49	¢	1,044.4
OD8800	SYSTEM DD6800 NFS CIFS		\$	-	\$	=	\$	-
C-DD6800SSDBASEKIT	DD6800 BASE KIT-SSD		\$	70 700	\$	-	\$	
M-PS-HW-DD-DD1	PROSUPPORT W/NBD-HARDWARE SUPPORT	1	\$	78,739.20	\$	24,285.35	\$	24,285.3
PS-PDP-DDBDBADP	PDP FOR DATA DOMAIN BOOST DATABASE APPS	1	\$	5,790.00	\$	4,581.48	\$	4,581.4
C-FLDIN6800	DD6800 OPTION - FIELD INSTALL KIT	1	\$	-	\$	-	\$	-
PS-PDP-DDIBDP	PDP FOR DATA DOMAIN (BASE)	1	\$	9,730.00	\$	7,699.10	\$	7,699.1
C-DS60-4-180S-G3	OPT DS60 SHELF 45X4TB SAS HDD G3	1	\$	120,392.89	\$	37,132.55	\$	37,132.5
458-001-921	DD6800 SSD CAPACITY LICENSE	1	\$	-	\$	-	\$	-
M-PS-SW-DD-DD1	PROSUPPORT W/NBD-SOFTWARE SUPPORT	1	\$	-	\$	-	\$	-
456-111-330	FS 800GB 0.8TB RAW=CF	I I			\$		1 .	

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##SSW-DDDDD1 ##CSUPPORT WINDS SOFTWARE SUPPORT ##CSUPPORT WINDS SOFTWARE SOFTWARE SUPPORT ##CSUPPORT WINDS S				\$	-		-		-
PESSANDED PROSUPPORT WINDS SOFTWARE SUPPORT 1	CE-ONDEMAND4	PROMO ONDEMAND SUBSCRIPTION 4USERS1YR=UD	1	\$	15,000.00		12,401.03		12,401.03
FSSW-DDDDI	156-110-347	ECS PROMOTION SW=CB	400	\$	80.80			\$	16,469.77
PR.S.M.P.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D	И-PS-SW-V-002		1	,	16,159.80		8,236.05	\$	8,236.05
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PROSUPPORT WINDSOCHWARE SUPPORT 1			4	\$	676.70		344.88	\$	1,379.5
PROSUPPORT WINDSOCHWARE SUPPORT 1	S5-V2-SW10GB-X		2	\$		\$		\$	13,177.4
PROSUPPORT WHIRD SOFTWARE SUPPORT 1	S5-V2-SWGB-X		1	\$		\$		\$	6,362.2
PRS-WIDD DDD PROSUPPORT W/RED-SOFTWARE SUPPORT 1	S5-10-T8-X		5	\$			-		49,286.8
PRS-SWD-DDD PROSUPPORT W/NBD-SOFTWARE SUPPORT 1 \$ 8,157.00 \$ 2,515.81 \$ 2,215.81 \$ 2,515.81 \$ 3,500.80 \$ 2,515.81 \$ 3,500.80 \$ 3,500	и-PS-HW-V-002	PROSUPPORT W/NBD HARDWARE SUPPORT	1	\$	68,877.60		35,103.49	\$	35,103.49
PRS-WIDD-DDI	S-PDP-ECSDP		1	\$	8,480.00		6,710.01	\$	6,710.0
PRS-SW-DD-DD PROSUPPORT W/NBD-SOFTWARE SUPPORT 1 \$ \$ \$ \$ \$ \$ \$ \$ \$	S5-SVR-B1-D-X		1	\$	-	,	-	\$	-
PRS-WPD-DDI PROSUPPORT W/NBD-SOFTWARE SUPPORT 1	S5-SVR-B4-D-X		i		-		-	,	-
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PROSUPPORT WINBD-SOFTWARE SUPPORT 1			1	-	-		-	\$	-
PROSUPPORT W/NBD-SOFTWARE SUPPORT 1	'S-PDPAD-ECSAD1NIN	PDP ADDON, ECS ADD ONE NODE	4	\$	2,400.00	\$	1,899.06	\$	7,596.2
PR-SW-DD-DD PROSUPPORT W/NBD-SOFTWARE SUPPORT 1 \$ 8,157.00 \$ 2,515.81 \$ 2,515.80 \$ 3,77.36 \$ 67,924 \$ 8001-800 DD SOFTWARE-CB 180 \$ 1,223.51 \$ 3,77.36 \$ 67,924 \$ 88001-800 DD SOFTWARE-CB 180 \$ 1,223.51 \$ 3,77.36 \$ 67,924 \$ 88001-800 DD SORD RAW SHELF CAPACITY LICENSE 1 \$ 110,115.60 \$ 33,962.79 \$ 34,962.70 \$ 3 \$ \$ 3 \$ \$ \$ 3 \$ \$ \$ 3 \$ \$ \$ 3 \$ \$ \$ 3 \$ \$ \$ 3 \$ \$ \$ \$ \$ \$	л-PSM-SW-DD-H1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	\$	-		-	\$	-
PROSUPPORT W/NBD-SOFTWARE SUPPORT	58-002-484	EMC GRANULAR RECOVERY MICROSOFT HIGH=CA	1	\$	-	\$	-	\$	-
PRSSW-DD-DD1	56-104-858	DPA: 1TB AVAMAR CAPACITY=CB	1	\$	1,995.00	\$	583.07	\$	583.0
PR-SW-DD-DD1	л-PSM-SW-DD-H1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	\$	458.88		121.81	\$	121.8
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PR-SW-DD-DD1	S-PD-DPADP	·	1	\$	6,270.00		4,961.29	\$	4,961.2
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PROSUPPORT W/NBD-SOFTWARE SUPPORT 1	л-PS-HW-DP-M1	·	1	т -	5,230.08		1,528.74	,	1,528.7
PROSUPPORT W/NBD-SOFTWARE SUPPORT 1	V-PS-HW-001	PROSUPPORT W/NBD-HARDWARE WARRANTY	1	\$	-		-	\$	-
PROSUPPORT W/NBD-SOFTWARE SUPPORT 1 \$ 8,157.00 \$ 2,515.81 \$ 2,515.86-001-800 DD SOFTWARE=CB 180 \$ 1,223.51 \$ 377.36 \$ 67.924. PS-SW-DD-DD1 PROSUPPORT W/NBD-SOFTWARE SUPPORT 1 \$ 110,115.60 \$ 33,962.79 \$ 33,962.80-01-920 DD 6800 RAW SHELF CAPACITY LICENSE 1 \$ - \$ - \$ - \$ 56-111-963 DS 60 4TB ACT 60TB RAW=CB 3 \$ - \$ - \$ - \$ 56-111-963 PROSUPPORT W/NBD-SOFTWARE SUPPORT 1 \$ - \$ - \$ - \$ 56-011-802 DD REPLICATION SOFTWARE SUPPORT 1 \$ 1 \$ - \$ 5 - \$ 5 - \$ 56-011-802 DD REPLICATION SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 PROSUPPORT W/NBD-SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 PROSUPPORT W/NBD-SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 11,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 1,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 1,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 1,600.40 \$ 3,577.67 \$ 3,575.80-01-801 DD BOOST SOFTWARE SUPPORT 1 \$ 8,700.60 \$ 2,683.26 \$ 2,683.20 \$	AVMA1200FG4TD	AVAMAR G4T M1200 SVR FLD INSTL	1	\$	24,904.75	\$	7,278.77	\$	7,278.7
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PROSUPPORT W/NBD-SOFTWARE SUPPORT 1	58-001-801			,				•	
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105-109-724 LICENSE BASE DD OE DD6800=IA 1 \$ 16,313.40 \$ 5,031.51 \$ 5,031	I-PS-SW-DD-DD1	PROSUPPORT W/NBD-SOFTWARE SUPPORT	1	\$	8,157.00	\$	2,515.81	\$	2,515.
	10-109-724	LICENSE BASE DD OE DD6800=IA	1	\$	16,313.40	\$	5,031.51	\$	5,031.

Insight Public Sector 6820 South Harl Avenue Tempe, A 85283

Account Exec: Christine Ricker Phone 512-663-8960 chrsitine.ricker@insight.com

Associate AE: Jason Sawyers Phone: 480-366-7154 Fax: 480-760-6232 isawyers@insight.com







KEMP Option 2 – LM-x15 with 7 yrs of enterprise support Omnia/USC Contract 4400006644

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contract holder to minimize the impact of these tariffs to our clients.

Sales Quote: Q082219JS-OPT2
Date: 08/22/19
Shipping Terms: FOB Origin
Payment Terms: Net 30
Sales Quote is valid for 30 days

Buyer: Webb County
Name: Gus Ornelas
Phone: 956-523-4893

Email: gornelas@webbcountytx.gov

Part Number	Description	Quantity	Lis	st Price	Discount	Unit Price	Exte	ended Price
EN3-LM-X15-TIP	TRADE IN HDWR & 3YR EN SUP SVCS 7X24SUP ESP K360 VIS&CEN	2	\$ 1	14,877.00	8%	\$ 13,686.84	\$	27,373.68
EN-LM-X15	1YR ENTERPRISE SUBSC FOR LMX15 MLIC 7X24SUP ESP K360 VIS&CEN	2	\$	2,900.00	8%	\$ 2,668.00	\$	5,336.00
EN3-LM-X15	3YR ENTERPRISE SUBSC FOR LMX15 MLIC 7X24SUP ESP K360 VIS&CEN	2	\$	7,830.00	8%	\$ 7,203.60	\$	14,407.20
LM-SFP-SR	DS LOADMASTER SFP+ SR PERP 10GBASE-SR 850NM UP TO 300M	4	\$	890.00	8%	\$ 818.80	\$	3,275.20
			\$	-	0%	\$ -	\$	-
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	THE TERMS AND CONDITIONS AND RETURN POLICY AND PROCEDURES SET FORTH ON www.insight.com/pages/legal.web# ARE SPECIFICALLY INCORPORATED HEREIN.							

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing or withdrawal of the quote.

TOTAL \$50,392.08

OPINION OF COUNSEL

Lessor:	Insight Public Sector, Inc.
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167,
	Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").
Lessee:	Webb County
Order No.:	Order No
Document Date:	November 15, 2019

As attorney for Webb County ("Lessee"), I acknowledge that in connection with document described above, and any amendment or addendum thereto, if any, we have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

- (a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;
- (b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;
- (d) The entering into and performance of any Schedule between Lessor and Lessee will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;
- (e) To the best of my knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;
- (f) This opinion shall not be construed to waive the sovereign immunity of the State of Texas or any agency thereof, nor shall it be construed to waive any official immunity of the person signing it.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Schedule.

Very truly yours,	
BY:	
TITLE:	
DATE	

NOTICE, ACKNOWLEGEMENT AND CONSENT TO ASSIGNMENT

Date: November 15, 2019

Re: Schedule No. 3 dated November 15, 2019 (the "Schedule"), entered into pursuant to the Leasing Terms and Conditions set forth in Appendix F, of the Texas Department of Information Resources ("DIR") Contract Number DIR-TSO-4167 (the "Leasing Terms and Conditions") with Insight Public Sector, Inc. ("Assignor"), said Schedule being entered into by and between Assignor and Webb County (the "Lessee") (said Schedule and the Leasing Terms and Conditions being collectively referred to as, the "Contract")

Ladies and Gentlemen:

Notice is hereby given that Assignor has sold, assigned and transferred all its right, title and interest in and to the Contract and all periodic payments and other sums due and to become due thereunder and the equipment, software licenses and services subject thereunder ("**Product**") to Key Government Finance, Inc. ("**KGF**"), located at 1000 S. McCaslin Blvd., Superior, CO 80027.

Lessee is hereby directed, and by signature below, consents to such assignment and commencing November 15, 2019 (the "Assignment Date") agrees to pay directly to KGF at its address shown above, until KGF instructs Lessee otherwise in writing, all Lease Payments and other payments required to be paid by Lessee under the terms of the Contract (the "Payments").

Lessee, by signature below, certifies, and confirms to KGF and agrees and consents as follows:

- 1. As of the Assignment Date, the following Payments remain due under the Contract and Lessee agrees to pay all such Payments directly to KGF on their respective due dates: Five (5) Annual Payments of \$215,086.95 starting on December 1, 2019.
- 2. The Payments are the firm and fixed payments due under the Contract and are not subject to any adjustment.
- 3. Subject to the continued legislative appropriation of funding to the Lessee to make payments under the Schedule, Lessee will pay directly to KGF all Payments without regard to, and shall not assert against KGF and hereby waives, any claim, defense, counterclaim, recoupment, setoff or right to cancel or terminate the Contract which Lessee may have against Assignor or any other person. Nothing herein shall be deemed to relieve Assignor of any of its obligations to Lessee under the Contract.
- 4. The Equipment (other than services to be performed) is in Lessee's possession at the address specified in the Contract and has been fully and finally accepted by duly authorized representatives of Lessee as the Equipment under the Contract.
- 5. The Contract represents the sole agreement between Assignor and Lessee respecting the leasing of the Equipment and the Payments due and to become due under the Contract.
- 6. The Contract is in full force and effect and Lessee will not modify or consent to any modification of the terms of the Contract without the prior written consent of KGF and any such modification shall be ineffective without KGF's prior written consent, which shall not be unreasonably withheld.
- 7. Neither Lessee nor, to Lessee's knowledge, Assignor, has breached the Contract in any respect and all Payments due under the Contract have been and will continue to be paid in strict accordance with the terms of the Contract.
- 8. All representations and duties of Assignor intended to induce Lessee to enter into the Contract, whether required by the Contract or otherwise, have been fulfilled.
- 9. Lessee acknowledges that KGF has not assumed, nor shall it be responsible for the performance of, any of the obligations of Assignor, or any other party under the terms of the Contract.
- 10. Lessee has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Contract, the Payments or the Product.

- Lessee covenants to KGF and agrees that no sublease, assignment or transfer by Lessee shall be made without 11. KGF's prior written consent and any such sublease, assignment or transfer shall not in any manner impair, diminish or relieve the Lessee of its primary obligations under the Contract, including its obligation to make all Payments directly to KGF, the terms of the Contract notwithstanding.
- 12. Lessee agrees that KGF is entitled to the benefits of each and every right accorded Assignor in the Contract.
- Lessee acknowledges that the Contract was executed in counterparts and further acknowledges notice from 13. Assignor that KGF has received the only executed counterpart of the Contract marked "Counterpart No. 1" and that said d

original is the only counterpart of the Contract constituting "chattel paper" under the Uniform Commercial Code and sufficient to transfer the Assignor's rights in the Contract and Payments.
Except as specifically amended and modified hereby, all of the terms and conditions of the Contract shall stand and remain unchanged and in full force and effect.
Insight Public Sector, Inc.
Ву:
Title:
Date:
Lessee Acknowledgment of and Consent to Assignment
Lessee hereby acknowledges and certifies that the above-described terms, conditions and representations are accurate and true, that Lessee will make the Payments directly to KGF and that it is duly authorized and empowered to execute and deliver this Notice and Acknowledgement of Assignment. Lessee further acknowledges that KGF, in agreeing to purchase all right, title and interest of Assignor in and to the Contract, the Payments and the Equipment, is relying on Lessee's statements, certifications, covenants, representations and warranties contained herein. Lessee hereby provides its written consent to this assignment.
ACKNOWLEDGED:
Webb County
By:
Title:
Date:

CERTIFICATE OF ACCEPTANCE

Lessor:	Insight Public Sector, Inc.		
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167,		
	Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").		
Lessee:	Webb County		
Order No.:	Order No		
Document Date:	November 15, 2019		

This **Certificate of Acceptance** is pursuant to the MLA and Schedule No. 3, between Lessor and Lessee (the "Agreement").

- 1. Equipment Acceptance. Lessee hereby certifies and represents to Lessor that the Equipment referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. LESSOR AND LESSEE ACKNOWLEDGE THAT WARRANTIES ARE GOVERNED BY SECTION 15, WARRANTIES, OF APPENDIX F MLA TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NO. DIR-TSO-4167.
- 2. Description of the Equipment: See attached Exhibit 1 Equipment and Products List.

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IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Lessee: Webb County
By:
Name:
Title:

Incumbency Certificate

Lessor:	Insight Public Sector, Inc.		
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167,		
	Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").		
Lessee:	Webb County		
Order No.:	Order No		
Document Date:	November 15, 2019		

The undersigned, being the duly elected, qualified and acting keeper of records for Webb County ("Lessee") do hereby certify as follows:

1. Lessee did approve and authorize the execution and delivery of the above-referenced Schedule by the following named representative of Lessee, to wit:

NAMEOF EXECUTING OFFICIAL (Official who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

- 2. The above-named representative of the Lessee held at the time of such authorization, and holds at the present time, the position set forth above.
- 3. The acquisition of all the Equipment under the Schedule has been duly authorized by the governing body of Lessee.
- 4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

Webb County
By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN
HERE.

Payment of Proceeds Instructions

Lessor:	Insight Public Sector, Inc.			
Name of Document:	Texas Department of Information Resources Contract No. DIR-TSO-4167,			
	Appendix F ("MLA"), Schedule No. 3 and Exhibits ("Schedule").			
Lessee:	Webb County			
Order No.:	Order No			
Document Date:	November 15, 2019			

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Schedule as follows:

	Name of Payee: Insight Public Sector, Inc.				
	By check	By wire transfer			
	If by check, Payee's address: _				
	_				
	_				
	If by wire transfer, pay to:				
	Bank Name:				
	Bank Address:				
	Bank City, State, Zip:				
	Bank Phone:				
	For Account of:				
	Account No.:				
	ABA No.:				
Webb C	County				
Menn C	ounty				
Ву:					
Name:					
Title: _					

Please fill out this form and fax it to your insurance company

Request for Certificate of Insurance

TO:	
Insurance Carrier:	(Name)
	(Address)
	(Address)
	(Contact Name)
	(Contact Phone)
	(Contact Fax)
FROM: Customer/Lessee:	Webb County 1110 Washington Street, Suite 101 Laredo, TX 78040 Contact Name: Gus Ornelas Contact Phone: (956) 523-4893
Webb County is in the	process of financing Networking equipment/software/services with Key Government Finance, Inc.
successors and assi	ts that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their gns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS y coverage. A copy of said certificate should be forwarded to Key Government Finance, ow.
(2) commerc liability co	nclude: against all risks of physical loss or damage to the Equipment; ial general liability insurance (including blanket contractual liability coverage and products overage) for personal and bodily injury and property damage of not less than \$1,000,000; and ole, automobile liability coverage of not less than \$3,000,000.
coverage. Qualifying	ance, Inc. is to receive 30 days prior written notice of cancellation or material change in a language such as "endeavor to provide"; "but failure to do so shall impose now of any kind upon the insurer, its agents or representative" or the like will NOT be lay funding.
	 1. Please EMAIL this completed information to: Key Government Finance, Inc. Kim Bush, Account Manager Phone Number: (720) 304-1419 Email to Kim.L.Bush@key.com 2. Please MAIL a Certificate of Insurance to: Key Government Finance, Inc. Attn: Collateral Services 1000 S. McCaslin Blvd. Superior, CO 80027

3. Please CONTACT the Account Manager:

✓ When sending this Certificate.

✓ If this cannot be completed today.

✓ If you have any questions.