

MASTER FLEXIBLE CONSUMPTION AGREEMENT – U.S.

Insight internal workflow # 4010083481

This Master Flexible Consumption Agreement (this “Master Agreement” or “MFCA”) is made effective as of April 25, 2024 (the “Effective Date”) between the following parties:

Insight Public Sector (“Insight”)
2701 E. Insight Way
Chandler, AZ 85286
Email for Legal Notices: Legal@insight.com

AND City of Aurora (“Customer”)
44 E DOWNER PL
AURORA, Illinois 60505-3302

Email for Legal Notices: _____

This MFCA governs Customer's access to and use of a configuration of Products on a Flexible Consumption basis at an agreed Customer location, as described in one or more separately executed Flex Consumption Schedules (the “Schedule(s)"). This MFCA shall govern each Schedule (including any related purchase order) that references this MFCA and shall be subject to the Cobb County / OMNIA Partners Technology Product Solutions and Related Services Contract #23-6692-03.

1. DEFINITIONS.

A. “Billing Period” means the period of time identified on a Schedule for which INSIGHT will invoice Customer for its Flexible Consumption.

B. “Customer Data” means all data stored on the Products by or on behalf of Customer or its end users and information derived from such data, including all file layouts and records associated therewith). As between Customer and INSIGHT, Customer Data is Customer's Confidential Information.

C. “Dell EMC” means EMC Corporation and its affiliates.

D. “Documentation” means the then-current, generally available, written user manuals and online help and guides made available by Dell EMC for Products.

E. “Flexible Consumption” means the amount of Customer's usage of the Products, as it may vary from time to time, measured pursuant to a description and metrics identified on the Schedule.

F. “Flexible Consumption Fee” means, for a particular Billing Period, (i) the fee for the Monthly Committed Capacity, and (ii) the fee charged by INSIGHT for Customer's Flexible Consumption above the Monthly Committed Capacity, calculated in accordance with the pricing set forth in the Schedule.

G. “Flexible Consumption Period” means the time period identified as such on a Schedule, and any INSIGHT approved extension(s) thereto.

H. “Installation Site” means the ship-to address or other location identified as such on the Schedule as the site of installation and/or use of a Product, or a subsequent location approved by INSIGHT.

I. “Monthly Committed Capacity” means the amount of capacity the Customer commits to paying for each month as specified in a Schedule regardless of its actual consumption of capacity.

J. “Products” means collectively: (a) “Equipment” (which is EMC-branded or Dell-branded hardware that INSIGHT provides to Customer under this Master Agreement); and (b) “Software” (any EMC-branded or Dell-branded programming code licensed to Customer as a standard

product, also including microcode, firmware and operating system software), as more specifically identified on a Schedule. Products exclude Third Party Products.

K. “Return” of a Product means the earlier to occur of (a) Dell EMC taking possession of the Product at the Installation Site, or (b) Dell EMC receiving and accepting a return of the Product.

L. “Support Services” mean services for the support and maintenance of Products as described in the Applicable Schedule.

M. “Third Party Products” means hardware, software, or services that are not “Dell” branded, “EMC” branded, or “DELL EMC” branded or branded.

N. “Warranty Period” means for a specific Product, the period of warranty coverage listed at: <https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/h4276-emc-prod-warranty-maint-table.pdf>.

2. SCHEDULES, PURCHASING, FEES AND PAYMENT.

A. Schedules. The description of the Products, Support Services, and related pricing are as stated in the applicable Schedule. The product specific terms informs Customer of product-specific use rights and restrictions, unit of measure (if any), and the applicable maintenance (support) obligations.

B. Ordering. Customer indicates its approval of a specific Schedule by signing it and issuing a purchase order to INSIGHT that references such Schedule. INSIGHT indicates its approval of Customer's purchase order by (i) counter-signing a Schedule executed by Customer and (ii) shipping the applicable Products to Customer.

C. Authorization to Monitor; Flexible Consumption Fees. During the Flexible Consumption Period, Customer shall pay a Flexible Consumption Fee calculated in accordance with pricing and frequency set forth on and defined in the applicable Schedule. Dell EMC is authorized to periodically monitor the Flexible Consumption in order to calculate the applicable Flexible Consumption Fee. Dell EMC may conduct such activity through the use of electronic means and/or on-site inspection by Dell EMC

personnel and do so only in order to authenticate Customer as the user of the Flexible Consumption and verify Customer's usage levels. Customer is responsible for providing and maintaining the equipment (a physical server or virtual machine) necessary to run storage utilization scripts and to enable electronic communications between the Products and Dell EMC. Customer authorizes Dell EMC or INSIGHT to store at the Installation Site, or load onto Products used for electronic communications, such equipment and programming as may be needed by Dell EMC or INSIGHT to track usage levels or perform any Support Services for Products and shall not disable or interfere in the operation thereof. Customer also authorizes Dell EMC or INSIGHT sufficient access to the Installation Site to provide any warranty maintenance or Support Services. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give Dell EMC or INSIGHT reasonable access thereto. Dell EMC and INSIGHT shall cooperate with Customer to minimize the impact of any Dell EMC or INSIGHT on-site inspection to Customer's operations.

D. Payment. Insight shall provide an invoice to the Customer for services rendered and the Customer shall approve and thereafter pay any undisputed portions thereof in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. Approved, but unpaid invoiced amounts shall accrue interest in the manner and to the extent authorized by the Act.. Customer's obligation to pay the Monthly Flexible Consumption Fee for the Flexible Consumption Period is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, defense, delay or counterclaim for any reason whatsoever.

E. Taxes. The charges due hereunder and any other items provided by INSIGHT are exclusive of, and Customer shall pay or reimburse INSIGHT for, all value added (VAT), sales, excise, withholding, state or other local governmental taxes, property taxes, use taxes and any other taxes, levies, customs and duties resulting from a Customer purchase order, except for taxes based on INSIGHT's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to INSIGHT. Unless otherwise provided on Customer's purchase order, invoices shall be sent to the Customer contact point or Customer's Accounts Receivable department, as specified on the applicable Schedule.

F. Interruption of Monitoring Capabilities. For Schedules in which Flexible Consumption varies based upon usage or another metric, if, for more than five (5) days of any calendar month, Dell EMC is unable to monitor to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than Dell EMC, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of monitoring, then in accordance with section D of this Agreement, INSIGHT shall invoice, and Customer shall pay, a Flexible Consumption Fee for the affected Billing Period(s) that shall be based on the Flexible Consumption during the previous Billing Period; provided, however, that if Dell EMC is unable to monitor for a period of more than thirty (30) days, INSIGHT shall invoice, and the Customer shall pay, either (a) the

maximum capacity of the Products, or (b) such other maximum rate described in the Schedule, if applicable. If Dell EMC is unable to monitor the Flexible Consumption due to any failure which is caused by Dell EMC (e.g., failure of the modem, software or other equipment used by Dell EMC to monitor Customer's usage), the amounts owed by Customer for such outage period shall be based on Customer's Flexible Consumption during the previous Billing Period. INSIGHT shall promptly notify Customer of an inability to electronically and or physically access the Products, as applicable, and work cooperatively to reestablish access.

3. DELIVERY, RISK, TITLE, USE AND RETURN.

A. Installation Site Preparation. On or before arrival of the Products, Customer shall arrange (i) appropriate space at the Installation Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Products; and (iii) servers and network connectivity required to support Products.

B. Product Shipment. INSIGHT shall have the delivered by common carrier to the Installation Site. Software may be provided by (i) shipment of physical media; or (ii) electronic download (when available).

C. Risk of Loss. INSIGHT shall bear the entire risk of loss, theft, damage or destruction with respect to the Products until the time of arrival of the Products at the Installation Site(s) and Customer shall bear such risk from such time on until the Products are Returned. If any loss, theft, damage or destruction to the Products occurs during the time Customer bears such risk, INSIGHT shall be relieved of its Flexible Consumption obligations to the extent such event impacts INSIGHT's ability to provide such Flexible Consumption until such time as the Products are repaired or replaced. Charges shall continue to accrue during this period of such interruption. If Products are materially damaged, stolen or destroyed, Customer shall promptly notify INSIGHT.

D. Customer Insurance Coverage. Customer must insure the Products (with a reputable insurance company) against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession or use of the Products, and (b) loss or damage to the Products from all insurable risks for the full cost of replacing it, and (c) other risks in respect of which a prudent owner or operator of Products of the same nature as the Products would normally insure such Products. In regard to (a) and (b), Dell EMC will be named as co-insured and loss payee respectively. Upon INSIGHT's request Customer must show INSIGHT evidence that the insurance required under this Master Agreement is in place in respect of the relevant Schedule(s); and Customer authorizes INSIGHT to share such evidence with Dell EMC Customer must immediately notify INSIGHT of any loss claim and Customer must not settle any claims without INSIGHT's agreement.

E. Personal Property and Identification. Title to Products provided pursuant to any Schedule remains with Dell EMC at all times and Customer shall have no right or interest in such Products except as provided in this Master Agreement and related Schedule. All Products shall remain personal property of Dell EMC notwithstanding the manner

in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of INSIGHT, legibly mark each item of Equipment in a reasonably prominent location with a label, disc or other marking stating that the Equipment is owned by Dell EMC; and (ii) not remove such without the prior written consent of INSIGHT. Customer may not change the Installation Site without INSIGHT's prior written consent. Customer shall give INSIGHT immediate written notice of any attachment or judicial process affecting the Products or Dell EMC's ownership of which Customer becomes aware. In case the Equipment is installed at a third party Installation Site, Customer undertakes to notify in writing such third party that Dell EMC is the owner of the Equipment and that such Equipment (i) cannot be treated as a fixture or fitting forming part of the third party property (ii) cannot be seized by such third party in distress for monies owed by the Customer to such third party. Customer undertakes to guarantee that, at any time during the course of any Equipment applicable Schedule, Dell EMC or INSIGHT has the right to enter the third party Installation Site to inspect the Equipment and to retake possession of the Equipment on expiry or termination of any Schedule.

F. Ownership of Customer Data. All Customer Data, shall remain the responsibility and property of Customer. The parties acknowledge and agree that neither Dell EMC nor INSIGHT handles, processes, or directs the use of Customer Data.

G. Return of Products; Data Migration. Prior to any Return of Products, including in case of expiration or termination of the corresponding Schedule, Customer must completely migrate and erase (by use of a method that does not cause damage to the Products) its Customer Data and establish a mutually convenient date, generally coinciding with the end of a Billing Period, when the Products will be Returned to Dell EMC. Customer is liable for any Return costs and shall reimburse INSIGHT for the reasonable value of any Products that are not Returned or are Returned in a condition that evidences damage in excess of reasonable wear and tear.

4. LICENSE TERMS.

License Grant. Customer is granted a non-exclusive, non-transferable license to use the Software and the Documentation during the Flexible Consumption Period solely for Customer's internal business operations, and, when so indicated on the applicable Schedule, for delivery of services to its end users. Customer's rights to use the Software provided by pursuant to a Schedule during the Flexible Consumption Period are governed by the terms of the Agreement and the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula for the relevant Software product family and effective as of the date of the applicable Quote shall apply taking into account the character of this Master Agreement. INSIGHT will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment item.

5. WARRANTY.

A. INSIGHT Warranty. During the Warranty Period, INSIGHT will maintain a Product's ability to perform substantially in accordance with the related Documentation. Customer shall promptly provide INSIGHT with written notice of any material defect of which it becomes aware. INSIGHT shall remedy such defect within thirty (30) days of receipt of notice (the "Cure Period"). If INSIGHT fails to cure such defect within the Cure Period, INSIGHT's entire liability and Customer's exclusive remedy shall be for INSIGHT to substitute the defective Product with an identical or equivalent Product model.

B. Exclusions. INSIGHT shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Product related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond INSIGHT's control; (iii) installation, operation or use not in accordance with INSIGHT's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than INSIGHT or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. INSIGHT has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without INSIGHT's consent or whose original identification marks have been altered or removed.

C. No Further Warranties; Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SUPPORT SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, INSIGHT (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, UNDER THIS MASTER AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR 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. INSIGHT AND ITS SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

D. Customer Operating Environment Warranty. Customer shall, at its expense, operate the Products with reasonable care and in accordance with the Documentation, and keep the Products located at the Installation Site free and clear from any liens or encumbrances. Customer shall operate and maintain a data back-up system in its data center environment. Customer shall provide for a daily back-up process including backing up data before performance of any

remedial, upgrade or other works on Customer's production systems.

6. INDEMNITY.

6.1 IP Indemnity. INSIGHT will: (a) defend Customer against any third party claim that Products or Support Services (but excluding Third Party Products and open source software) infringe that party's patent, copyright or trade secret enforceable in the country where Customer acquired the Product from INSIGHT ("Claim"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by INSIGHT. In addition, should any Product or Support Service become, or in INSIGHT's opinion be likely to become, the subject of such a Claim, INSIGHT may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Product or Support Service; (b) modify the affected Product or Support Service to make them non-infringing; (c) replace the affected Product or Support Service with non-infringing substitutes; or (d) notify Customer to return the Product and discontinue Support Services, and, upon receipt thereof, refund the remaining portion, if any, of any pre-paid Flexible Consumption Fee. Except as otherwise provided by law, this section 6 states Customer's exclusive remedies for any third-party intellectual property claim relating to Products or Support Services, and nothing in this Master Agreement or elsewhere will obligate INSIGHT to provide any greater indemnity.

6.2 Exclusions from Indemnity. INSIGHT has no obligation under section 6.1 above: (a) if Customer is in material breach of this Master Agreement; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of a Product or Support Service with any other products, services, items or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Product or Support Service was not designed, or use after INSIGHT notifies Customer to cease such use due to a possible or pending Claim; (3) any modification to the Product or Support Service made by any person other than INSIGHT or its authorized representatives; (4) any modification to the Product or Support Service made by INSIGHT pursuant to instructions, designs, specifications or any other information provided to INSIGHT by or on behalf of Customer; (5) use of any version of a Product when an upgrade or newer iteration of the Product or Support Service made available by INSIGHT would have avoided the infringement; (6) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (7) any data or information that Customer or a third party records on or utilizes in connection with the Products or Support Services.

6.3 Indemnification Process. INSIGHT's duty to defend and indemnify under this section is contingent upon Customer: (a) sending prompt written notice of the Claim to INSIGHT and taking reasonable steps to mitigate damages; (b) granting to INSIGHT the sole right to control the defense and resolution of

the Claim; and (c) cooperating with INSIGHT in the defense and resolution of the Claim and in mitigating any damages.

7. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED HEREUNDER, CUSTOMER'S VIOLATION OF DELL EMC'S OR INSIGHT'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, OR INSIGHT'S INDEMNITY OBLIGATION STATED IN SECTION 6 ABOVE, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FLEXIBLE CONSUMPTION FEES FOR THE PRODUCT, SUPPORT SERVICES, OR BOTH TO WHICH THE CLAIM RELATES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE, EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES ACCRUED.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF DELL EMC'S OR INSIGHT'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR INSIGHT SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Limitation Period. All claims must be made within the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

8. CONFIDENTIALITY.

A. Existing Non-Disclosure Agreement: If Customer and INSIGHT have a non-disclosure agreement in place as of the date of this Master Agreement, then that non-disclosure agreement shall supersede this Section 8. Where no such non-disclosure agreement exists Section 8.B shall apply.

B. Confidential Information. "Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Master Agreement or any Schedule or purchase order hereunder; and (b) protect from disclosure

to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer Data to which Dell CEMC and INSIGHT may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, Dell EMC or INSIGHT proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party and its assignees may disclose Confidential Information to (A) other companies within the receiving party's group, advisors, banks and agents for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such group companies, advisors, banks and agents comply with the foregoing; (B) to any third party for the purposes of raising funds secured on or collateralised by this Master Agreement and/or any Schedule (whether by way of bank loan or any other form of financing or fundraising or funding process); and (C) to the extent required by law, court order or regulation. Additionally, Customer hereby allows INSIGHT to disclose the existence of or provide a copy of the End User agreement to Dell EMC, its affiliates or funding partners.

C. Freedom of Information. As a public body, the Customer's records are governed by the Illinois Freedom of Information Act (5 ILCS 140/1), which provides that any public records in its possession are subject to inspection by the public. Therefore, unless a statutory exemption applies, records relating to this contract are considered public records under FOIA and therefore not confidential. To the extent Dell EMC or INSIGHT may be performing a governmental function on behalf of the Customer, records in Dell EMC or INSIGHT's possession that relate to this contract, unless exempt under FOIA, may also be considered public records subject to inspection by the public. Therefore, Dell EMC or INSIGHT agrees to cooperate with the Customer in the event a FOIA request for such records is received, and agrees to provide the Customer with the requested records within two (2) business days.

9. TRADE COMPLIANCE.

Customer's usage of the Products or Services and access to related technology (the "Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of

Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

10. TERM; EVENTS OF DEFAULT; REMEDIES.

A. Master Agreement Term. This Master Agreement commences on its Effective Date, and unless otherwise terminated as set forth below, shall terminate for convenience when a party sends written notice of termination, which notice shall become effective forty-five (45) days after receipt thereof. Such termination shall not terminate any Schedule already in effect at the time thereof and shall not impact any renewal provisions of such Schedules. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, shall so survive. Unless earlier terminated pursuant to its term, each Schedule shall commence and expire in accordance with its terms.

B. Events of Default. The occurrence of any of the following in connection with the MFCA, any Schedule, or any amendments to either of the foregoing documents, shall constitute an Event of Default: (i) Customer shall fail to pay the Monthly Flexible Consumption Fee within accordance with the Illinois Prompt Payment Act; (ii) Customer shall fail to perform any provision, covenant, condition or agreement, and such failure shall continue for thirty (30) days after notice thereof; or (iii) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings shall be instituted by or against Customer or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or any state or jurisdiction in which Customer is organized, and it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

C. Remedies. If an Event of Default shall occur, INSIGHT may exercise any one or more of the following remedies: (i) immediately terminate any or all Schedules; (ii) by notice in writing to Customer, declare immediately due and payable, and Customer shall be obliged to pay immediately, (1) all past due Monthly Flexible Consumption Fees and other past due amounts plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all Monthly Flexible Consumption Fees for the Monthly Committed Capacity for the remainder of the Flexible Consumption Period with clause (2) being discounted to present value using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule and (iii) require Customer to Return any or all Products as provided in Section 3G and/or if requested by INSIGHT, assemble the Products in a single location designated by Dell EMC or INSIGHT granting Dell EMC the right to enter the premises where such Products are located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for Dell EMC to recover such Products. Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by Dell EMC

or INSIGHT in retaking possession of the Products and/or seeking to recover amounts due. INSIGHT shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Products under this Subsection C. Additionally, if an Event of Default shall occur, Customer hereby agrees that INSIGHT may assign this MFCA and any Schedule to Dell EMC, and Customer agrees to consent to any such assignment in writing.

11. MISCELLANEOUS.

A. Notices. Notice to INSIGHT under this Master Agreement or any related transaction must be in writing and sent (i) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (ii) by overnight delivery service with verification of receipt, to the address below; or (iii) by electronic mail to: Dell_Legal_Notices@dell.com. All such notices will be effective upon receipt.

Insight Public Sector

Attn: Legal
2701 E. Insight Way
Chandler, AZ 85286
Legal@insight.com

With a Copy to:
City of Aurora
Attn: Law Department
44 E. Downer Place
Aurora, IL, 60507
LawDept@aurora.il.us

B. Entire Agreement. This Master Agreement, applicable Schedule(s) and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are inconsistent or conflict with this Master Agreement and/or Schedule, shall be null and void and of no legal force or effect.

C. THIRD PARTY BENEFICIARY. Customer acknowledges and agrees that Dell EMC is a third-party beneficiary under this Agreement.

D. Assignment and Change in Control. The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) hereunder, shall require the consent of the other party. However, such consent shall not be required of Customer if the assignment or transfer involves (i) assignment by INSIGHT or its assignee of the right to receive payments and related rights due by Customer (iii) the purchase of all or substantially all of INSIGHT's assets or any deemed assignment or transfer by INSIGHT by reason of merger, consolidation, change-in-control or corporate reorganization. INSIGHT may use its direct or indirect subsidiaries or other sufficiently qualified subcontractors to provide Services to Customer, provided that INSIGHT remains responsible to Customer for the Services' performance.

E. Governing Law & Venue. This Master Agreement is governed by the laws of the State of Illinois (excluding its conflict of law rules) and the federal laws of the United States. The exclusive fora for any litigation arising out of this contract shall be the United States District Court for the Northern District of Illinois (Eastern Division) or the Circuit Court of the Sixteenth Judicial Circuit, Kane County Illinois.

F. Waiver. Failure to enforce a provision of this Master Agreement will not constitute a waiver.

G. Independent Contractors. The parties shall act as independent contractors for all purposes under this Master Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other.

H. Financial Statements. Each party agrees to furnish (or otherwise make available) its financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as the other party may from time to time reasonably request and subject to the applicable confidentiality terms as provided for in Section 8. Customer authorizes INSIGHT to disclose such financial statements to Dell EMC.

I. Severability. If any part of this Master Agreement, Schedule, purchase order, or quote is held unenforceable, the validity of all remaining parts will not be affected.

J. Order of Precedence. In the event of a conflict between the provisions of the documentation related to this MFCA, the order of precedence with respect to the term in conflict will be: (a) the terms of a Schedule (as amended); (b) the terms of this MFCA (as amended).

12. VALIDITY and DOCUMENTATION. Customer represents, warrants and covenants to INSIGHT and will provide to INSIGHT at its request all documents deemed necessary or appropriate by Dell EMC, 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 Dell EMC) and Opinions of Counsel (in substantially such form as provided by Dell EMC and otherwise satisfactory to Dell EMC) (together "Documentation") to the effect that, as of the time Customer enters into this MFCA and each schedule thereto that:

(a) Customer 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 this MFCA, or any Schedule thereto, with full power and authority to enter into this MFCA and any Schedules thereto, and perform all of its obligations under this MFCA and Schedules thereto;

(b) The MFCA, and each Schedule thereto have been duly authorized, authenticated and delivered by Customer 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 the MFCA, and each schedule thereto, against Customer;

(c) The MFCA, and each Schedule thereto constitute the valid, legal and binding obligations of Customer, 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 Customer of the MFCA, any schedule thereto, and the transactions contemplated thereby;

(e) Customer has complied with such public bidding requirements and other state and federal laws as may be applicable to the MFCA, and any schedule thereto and the acquisition by Customer;

(f) The entering into and performance of the MFCA, or any schedule thereto will not (i) violate any judgment, order, law or regulation applicable to Customer; (ii) result in any breach of, or constitute a default under, any instrument to which the Customer 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 INSIGHT, Dell EMC or on the Products, other than those created pursuant to the MFCA;

(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 Customer, nor to the best of Customer's knowledge and belief is there any basis therefor, which if determined adversely to Customer will have a material adverse effect on the ability of Customer to fulfill its obligations under the MFCA, or any schedule thereto;

(h) The use of the Products on a Flexible Consumption basis is essential to the proper, efficient and economic operation of Customer or to the services which Customer provides to its citizens. Customer expects to make immediate use of the Monthly Committed Capacity, at a minimum, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Flexible Consumption Period. The Products will be used for the sole purpose of performing one or more of Customer's governmental or proprietary functions consistent within the permissible scope of Customer's authority; and Customer has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Flexible Consumption Fees and other obligations under this Agreement and any schedule during the current Fiscal Period (as defined in the Customer's Secretary/Clerk's

Certificate or other such documentation as reasonably requested and provided by Customer), and such funds have not been expended for other purposes.

13. APPROPRIATION OF FUNDS.

A. Representations. Customer represents: (i) that it reasonably believes that legally available funds in an amount sufficient to make all Monthly Flexible Consumption Fees during the Flexible Consumption Period as defined in each applicable schedule to the MFCA and will do all things lawfully within its power (notwithstanding its right to self rule) to obtain and maintain funds from which Monthly Flexible Consumption Fees may be paid; and (ii) that the parties to the MFCA intend that the obligation of Customer to pay the Monthly Flexible Consumption Fee and other amounts due under a schedule constitutes a current expense of Customer 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 Customer's current Fiscal Period.

B. Termination for Non-Appropriation. Customer 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, such notice to be inclusive of Customer's certification, that: (1) sufficient funds were not appropriated and budgeted by Customer's governing body or will not otherwise be available to continue the MFCA beyond the current Fiscal Period; and (2) that Customer has exhausted all funds legally available for payment of the Monthly Flexible Consumption Fee beyond the current Fiscal Period. Upon termination of the Schedule, Customer's obligations under the Schedule (except those that expressly survive the end of the Flexible Consumption Period) and any interest in the Products shall cease and Customer shall surrender the Product to Dell EMC. Customer shall be responsible for the payment of the actual documented price of any component(s) of the Product not Returned by Customer and for any damage to the Product beyond normal wear and tear.

C. Avoidance of Termination. Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of the MFCA, including making budget requests for each Fiscal Period during each applicable Flexible Consumption Period for adequate funds to meet its obligations hereunder and to continue the MFCA in force.

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Master Agreement as of the Effective Date.

Insight Public Sector, Inc. ("INSIGHT")

City of Aurora ("Customer")

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Flexible Consumption Schedule (Flex on Demand) – U.S.

This Flexible Consumption Schedule (the “**Schedule**”) sets forth the terms under which the customer identified below (“**Customer**”) may access and use certain Products from the INSIGHT entity identified below (“**INSIGHT**”). Customer’s use of Products is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: April 25, 2024	Governing Agreement: Customer’s existing Master Flexible Consumption Agreement with INSIGHT dated on or about: April 10, 2024
Insight Public Sector, Inc. 2701 E. Insight Way Chandler, AZ 85286	City of Aurora 44 E DOWNER PL AURORA, Illinois 60505-3302

1. **Effective Date, Commencement Date.**

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of INSIGHT and Customer with regard to the Products listed on the Attachment 1 hereto. This Schedule, when signed by INSIGHT and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. The Flexible Consumption Period shall commence on either (i) the first day of the first month following the date the Products have been installed at the Installation Site, or, if Customer delays the installation process or if Customer’s facility is not prepared for the installation of Products, (ii) the first day of the second month following the Product’s arrival at the Installation Site (as applicable, the “**Commencement Date**”).

2. **Listing of Products; Unit of Measure (“UOM”) for Software; Level of Support Services.**

2.1 Products. The Products subject to this Schedule are listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Dell EMC Units of Measure at <https://www.dell EMC.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf>

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Products during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	PROSUPPORT PLUS MISSION CRITICAL

2.4 **Support Services Terms.**

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Products will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: <https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf>.

3. **BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.**

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Products and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, Dell EMC will measure the usage of the Products on a daily basis and INSIGHT will issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the “**Monthly Committed Capacity**”) plus any usage in excess thereof (use of the “**Monthly Reserve Capacity**”). The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric: Memory GiB used per month and Storage GiB used per month.

3.2 Capacities and Asset Metering. Prior to Billing, INSIGHT will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. “**Metered Total Capacity**” means the reported capacity of the Products based upon Customer’s memory and storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.3 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay INSIGHT the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer’s actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly

Committed Capacity, e the amount of the Reserve Capacity usage shall be calculated using the Monthly Unit Rate set forth in Table 3.3 and INSIGHT will include the amount in the next monthly invoice issued by INSIGHT.

Table 3.3.1 – Billing Information – Prod (COA) - Memory	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$0.9148
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$2,458.99
Table 3.3.2 – Billing Information – Prod (COA) - Storage	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$0.0355
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$5,332.25

Table 3.3.3 – Billing Information – Prod (CAD) - Memory	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$1.2040
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$1,232.90
Table 3.3.4 – Billing Information – Prod (CAD) - Storage	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$0.0455
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$2,603.51

Table 3.3.5 – Billing Information – Prod (SQL) - Memory	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$1.4408
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$553.27
Table 3.3.6 – Billing Information – Prod (SQL) - Storage	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$0.0492
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$2,111.42

Table 3.3.7 – Billing Information – Prod (Phones) - Memory	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC..
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$3.8713
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$1,486.58
Table 3.3.8 – Billing Information – Prod (Phones) - Storage	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC..
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$0.2100
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$1,126.44

Table 3.3.9 – Billing Information – DR (COA) - Memory	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC..
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$0.9148
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$2,458.99
Table 3.3.10 – Billing Information – DR (COA) - Storage	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC..
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$0.0355
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$5,332.25

Table 3.3.11 – Billing Information – DR (CAD) - Memory	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC..
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$1.2040
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$1,232.90
Table 3.3.12 – Billing Information – DR (CAD) - Storage	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC..
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$0.0455
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$2,603.51

Table 3.3.13 – Billing Information – DR (SQL) - Memory	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$1.4408
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$553.27

Table 3.3.14 – Billing Information – DR (SQL) - Storage	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$0.0492
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$2,111.42

Table 3.3.15 – Billing Information – DR (Phones) - Memory	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$3.8713
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$1,486.58

Table 3.3.16 – Billing Information – DR (Phones) - Storage	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	Thirty Six (36) months, but continues thereafter on a month-to-month basis until all Product is made available for pick-up by Dell EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	50%
Monthly Unit Rate (Charge per GiB per Month)	\$0.2100
Monthly Flexible Consumption Fee for Monthly Committed Capacity	\$1,126.44

Monthly Total Fee: \$33,810.72

3.4 Purchase Order Requirements. Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to INSIGHT in connection with this Schedule. If INSIGHT reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then INSIGHT will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount for Prod is:	\$608,592.96
Customer Purchase Order amount for DR is:	\$608,592.96

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed

Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When INSIGHT and Customer have agreed on the increase, INSIGHT shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and INSIGHT shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty-six (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

For Prod

Client	City of Aurora, IL	Expiration Date	6/4/2024	Created Date	4/5/2024				
Location	SKU	Client Price Per Unit Per Month	Client Qty	Client Charge Frequency	Client Unit of Measure	Client Monthly	Client Annual	Client Year Term	Client TCV
Prod									
<u>Prod (COA) - Storage</u>	Dell APEX VxRail Storage Total Capacity 300,407 GiB (Minimum Committed Capacity 50% - 150,204 GiB)	\$0.0355	150,204	Monthly	GiB	\$5,332.25	\$63,987.00	3	\$191,961.00
<u>Prod (COA) - Storage</u>	Dell APEX VxRail Storage Total Capacity 300,407 GiB (Minimum Committed Capacity 60% - 180,245 GiB)	\$0.0330		Monthly	GiB			3	
<u>Prod (COA) - Storage</u>	Dell APEX VxRail Storage Total Capacity 300,407 GiB (Minimum Committed Capacity 70% - 210,285 GiB)	\$0.0307		Monthly	GiB			3	
<u>Prod (COA) - Storage</u>	Dell APEX VxRail Storage Total Capacity 300,407 GiB (Minimum Committed Capacity 80% - 240,326 GiB)	\$0.0287		Monthly	GiB			3	
<u>Prod (COA) - Compute</u>	Dell APEX VxRail Memory Total Capacity 5,376 GiB (Minimum Committed Capacity 50% - 2,688 GiB)	\$0.9148	2,688	Monthly	GiB	\$2,458.99	\$29,507.88	3	\$88,523.64
<u>Prod (COA) - Compute</u>	Dell APEX VxRail Storage Total Capacity 5,376 GiB (Minimum Committed Capacity 60% - 3,226 GiB)	\$0.8464		Monthly	GiB			3	
<u>Prod (COA) - Compute</u>	Dell APEX VxRail Storage Total Capacity 5,376 GiB (Minimum Committed Capacity 70% - 3,764 GiB)	\$0.7876		Monthly	GiB			3	
<u>Prod (COA) - Compute</u>	Dell APEX VxRail Storage Total Capacity 5,376 GiB (Minimum Committed Capacity 80% - 4,301 GiB)	\$0.7363		Monthly	GiB			3	
<u>Prod (CAD) - Storage</u>	Dell APEX VxRail Storage Total Capacity 114,440 GiB (Minimum Committed Capacity 50% - 57,220 GiB)	\$0.0455	57,220	Monthly	GiB	\$2,603.51	\$31,242.12	3	\$93,726.36
<u>Prod (CAD) - Storage</u>	Dell APEX VxRail Storage Total Capacity 114,440 GiB (Minimum Committed Capacity 60% - 68,664 GiB)	\$0.0423		Monthly	GiB			3	
<u>Prod (CAD) - Storage</u>	Dell APEX VxRail Storage Total Capacity 114,440 GiB (Minimum Committed Capacity 70% - 80,108 GiB)	\$0.0393		Monthly	GiB			3	
<u>Prod (CAD) - Storage</u>	Dell APEX VxRail Storage Total Capacity 114,440 GiB (Minimum Committed Capacity 80% - 91,552 GiB)	\$0.0368		Monthly	GiB			3	
<u>Prod (CAD) - Compute</u>	Dell APEX VxRail Memory Total Capacity 2048 GiB (Minimum Committed Capacity 50% - 1,024 GiB)	\$1.2040	1,024	Monthly	GiB	\$1,232.90	\$14,794.80	3	\$44,384.40
<u>Prod (CAD) - Compute</u>	Dell APEX VxRail Storage Total Capacity 2048 GiB (Minimum Committed Capacity 60% - 1,229 GiB)	\$1.1140		Monthly	GiB			3	
<u>Prod (CAD) - Compute</u>	Dell APEX VxRail Storage Total Capacity 2048 GiB (Minimum Committed Capacity 70% - 1,434 GiB)	\$1.0365		Monthly	GiB			3	
<u>Prod (CAD) - Compute</u>	Dell APEX VxRail Storage Total Capacity 2048 GiB (Minimum Committed Capacity 80% - 1,639 GiB)	\$0.9689		Monthly	GiB			3	

Prod (SQL) - Storage	Dell APEX VxRail Storage Total Capacity 85,830 GiB (Minimum Committed Capacity 50% - 42,915 GiB)	\$0.0492	42,915	Monthly	GiB	\$2,111.42	\$25,337.04	3	\$76,011.12
Prod (SQL) - Storage	Dell APEX VxRail Storage Total Capacity 85,830 GiB (Minimum Committed Capacity 60% - 51,498 GiB)	\$0.0455		Monthly	GiB			3	
Prod (SQL) - Storage	Dell APEX VxRail Storage Total Capacity 85,830 GiB (Minimum Committed Capacity 70% - 60,081 GiB)	\$0.0424		Monthly	GiB			3	
Prod (SQL) - Storage	Dell APEX VxRail Storage Total Capacity 85,830 GiB (Minimum Committed Capacity 80% - 68,664 GiB)	\$0.0397		Monthly	GiB			3	
Prod (SQL) - Compute	Dell APEX VxRail Memory Total Capacity 768 GiB (Minimum Committed Capacity 50% - 384 GiB)	\$1.4408	384	Monthly	GiB	\$553.27	\$6,639.24	3	\$19,917.72
Prod (SQL) - Compute	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 60% - 461 GiB)	\$1.3330		Monthly	GiB			3	
Prod (SQL) - Compute	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 70% - 538 GiB)	\$1.2402		Monthly	GiB			3	
Prod (SQL) - Compute	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 80% - 615 GiB)	\$1.1595		Monthly	GiB			3	

Prod (Phones) - Storage	Dell APEX VxRail Storage Total Capacity 10,728 GiB (Minimum Committed Capacity 50% - 5,364 GiB)	\$0.2100	5,364	Monthly	GiB	\$1,126.44	\$13,517.28	3	\$40,551.84
Prod (Phones) - Storage	Dell APEX VxRail Storage Total Capacity 10,728 GiB (Minimum Committed Capacity 60% - 6,437 GiB)	\$0.1945		Monthly	GiB			3	
Prod (Phones) - Storage	Dell APEX VxRail Storage Total Capacity 10,728 GiB (Minimum Committed Capacity 70% - 7,510 GiB)	\$0.1809		Monthly	GiB			3	
Prod (Phones) - Storage	Dell APEX VxRail Storage Total Capacity 10,728 GiB (Minimum Committed Capacity 80% - 8,583 GiB)	\$0.1694		Monthly	GiB			3	
Prod (Phones) - Compute	Dell APEX VxRail Memory Total Capacity 768 GiB (Minimum Committed Capacity 50% - 384 GiB)	\$3.8713	384	Monthly	GiB	\$1,486.58	\$17,838.96	3	\$53,516.88
Prod (Phones) - Compute	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 60% - 461 GiB)	\$3.5816		Monthly	GiB			3	
Prod (Phones) - Compute	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 70% - 538 GiB)	\$3.3323		Monthly	GiB			3	
Prod (Phones) - Compute	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 80% - 615 GiB)	\$3.1154		Monthly	GiB			3	

For DR

Client **City of Aurora, IL**

Expiration Date **6/4/2024**

Created Date **4/5/2024**



Location	SKU	Client Price Per Unit Per Month	Client Qty	Client Charge Frequency	Client Unit of Measure	Client Monthly	Client Annual	Client Year Term	Client TCV
<u>DR (COA) - Storage</u>	Dell APEX VxRail Storage Total Capacity 300,407 GiB (Minimum Committed Capacity 50% - 150,204 GiB)	\$0.0355	150,204	Monthly	GiB	\$5,332.25	\$63,987.00	3	\$191,961.00
<u>DR (COA) - Storage</u>	Dell APEX VxRail Storage Total Capacity 300,407 GiB (Minimum Committed Capacity 60% - 180,245 GiB)	\$0.0328		Monthly	GiB			3	
<u>DR (COA) - Storage</u>	Dell APEX VxRail Storage Total Capacity 300,407 GiB (Minimum Committed Capacity 70% - 210,285 GiB)	\$0.0306		Monthly	GiB			3	
<u>DR (COA) - Storage</u>	Dell APEX VxRail Storage Total Capacity 300,407 GiB (Minimum Committed Capacity 80% - 240,326 GiB)	\$0.0287		Monthly	GiB			3	
<u>DR (COA) - Compute</u>	Dell APEX VxRail Memory Total Capacity 5,376 GiB (Minimum Committed Capacity 50% - 2,688 GiB)	\$0.9148	2,688	Monthly	GiB	\$2,458.99	\$29,507.88	3	\$88,523.64
<u>DR (COA) - Compute</u>	Dell APEX VxRail Storage Total Capacity 5,376 GiB (Minimum Committed Capacity 60% - 3,226 GiB)	\$0.8462		Monthly	GiB			3	
<u>DR (COA) - Compute</u>	Dell APEX VxRail Storage Total Capacity 5,376 GiB (Minimum Committed Capacity 70% - 3,764 GiB)	\$0.7873		Monthly	GiB			3	
<u>DR (COA) - Compute</u>	Dell APEX VxRail Storage Total Capacity 5,376 GiB (Minimum Committed Capacity 80% - 4,301 GiB)	\$0.7360		Monthly	GiB			3	
<u>DR (CAD) - Storage</u>	Dell APEX VxRail Storage Total Capacity 114,440 GiB (Minimum Committed Capacity 50% - 57,220 GiB)	\$0.0455	57,220	Monthly	GiB	\$2,603.51	\$31,242.12	3	\$93,726.36
<u>DR (CAD) - Storage</u>	Dell APEX VxRail Storage Total Capacity 114,440 GiB (Minimum Committed Capacity 60% - 68,664 GiB)	\$0.0423		Monthly	GiB			3	
<u>DR (CAD) - Storage</u>	Dell APEX VxRail Storage Total Capacity 114,440 GiB (Minimum Committed Capacity 70% - 80,108 GiB)	\$0.0393		Monthly	GiB			3	
<u>DR (CAD) - Storage</u>	Dell APEX VxRail Storage Total Capacity 114,440 GiB (Minimum Committed Capacity 80% - 91,552 GiB)	\$0.0368		Monthly	GiB			3	
<u>DR (CAD) - Compute</u>	Dell APEX VxRail Memory Total Capacity 2048 GiB (Minimum Committed Capacity 50% - 1,024 GiB)	\$1.2040	1,024	Monthly	GiB	\$1,232.90	\$14,794.80	3	\$44,384.40
<u>DR (CAD) - Compute</u>	Dell APEX VxRail Storage Total Capacity 2048 GiB (Minimum Committed Capacity 60% - 1,229 GiB)	\$1.1140		Monthly	GiB			3	
<u>DR (CAD) - Compute</u>	Dell APEX VxRail Storage Total Capacity 2048 GiB (Minimum Committed Capacity 70% - 1,434 GiB)	\$1.0365		Monthly	GiB			3	
<u>DR (CAD) - Compute</u>	Dell APEX VxRail Storage Total Capacity 2048 GiB (Minimum Committed Capacity 80% - 1,639 GiB)	\$0.9689		Monthly	GiB			3	

<u>DR (SQL) - Storage</u>	Dell APEX VxRail Storage Total Capacity 85,830 GiB (Minimum Committed Capacity 50% - 42,915 GiB)	\$0.0492	42,915	Monthly	GiB	\$2,111.42	\$25,337.04	3	\$76,011.12
<u>DR (SQL) - Storage</u>	Dell APEX VxRail Storage Total Capacity 85,830 GiB (Minimum Committed Capacity 60% - 51,498 GiB)	\$0.0455		Monthly	GiB			3	
<u>DR (SQL) - Storage</u>	Dell APEX VxRail Storage Total Capacity 85,830 GiB (Minimum Committed Capacity 70% - 60,081 GiB)	\$0.0424		Monthly	GiB			3	
<u>DR (SQL) - Storage</u>	Dell APEX VxRail Storage Total Capacity 85,830 GiB (Minimum Committed Capacity 80% - 68,664 GiB)	\$0.0397		Monthly	GiB			3	
<u>DR (SQL) - Compute</u>	Dell APEX VxRail Memory Total Capacity 768 GiB (Minimum Committed Capacity 50% - 384 GiB)	\$1.4408	384	Monthly	GiB	\$553.27	\$6,639.24	3	\$19,917.72
<u>DR (SQL) - Compute</u>	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 60% - 461 GiB)	\$1.3330		Monthly	GiB			3	
<u>DR (SQL) - Compute</u>	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 70% - 538 GiB)	\$1.2402		Monthly	GiB			3	
<u>DR (SQL) - Compute</u>	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 80% - 615 GiB)	\$1.1595		Monthly	GiB			3	

<u>DR (Phones) - Storage</u>	Dell APEX VxRail Storage Total Capacity 10,728 GiB (Minimum Committed Capacity 50% - 5,364 GiB)	\$0.2100	5,364	Monthly	GiB	\$1,126.44	\$13,517.28	3	\$40,551.84
<u>DR (Phones) - Storage</u>	Dell APEX VxRail Storage Total Capacity 10,728 GiB (Minimum Committed Capacity 60% - 6,437 GiB)	\$0.1945		Monthly	GiB			3	
<u>DR (Phones) - Storage</u>	Dell APEX VxRail Storage Total Capacity 10,728 GiB (Minimum Committed Capacity 70% - 7,510 GiB)	\$0.1809		Monthly	GiB			3	
<u>DR (Phones) - Storage</u>	Dell APEX VxRail Storage Total Capacity 10,728 GiB (Minimum Committed Capacity 80% - 8,583 GiB)	\$0.1694		Monthly	GiB			3	
<u>DR (Phones) - Compute</u>	Dell APEX VxRail Memory Total Capacity 768 GiB (Minimum Committed Capacity 50% - 384 GiB)	\$3.8713	384	Monthly	GiB	\$1,486.58	\$17,838.96	3	\$53,516.88
<u>DR (Phones) - Compute</u>	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 60% - 461 GiB)	\$3.5816		Monthly	GiB			3	
<u>DR (Phones) - Compute</u>	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 70% - 538 GiB)	\$3.3323		Monthly	GiB			3	
<u>DR (Phones) - Compute</u>	Dell APEX VxRail Storage Total Capacity 768 GiB (Minimum Committed Capacity 80% - 615 GiB)	\$3.1154		Monthly	GiB			3	

3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify INSIGHT that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. However, until Customer notifies INSIGHT that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to INSIGHT.

4. DELIVERY, INSTALLATION, AND IDENTIFICATION.

4.1 Delivery. All Products shall be delivered to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s)	
Licensed Software Ship-To Address (one address):	Installation Site(s), if any:
1. <u>Site 1 of 2: Prod</u>	11. <u>Site 1 of 2: Prod</u>
2. City of Aurora	12. City of Aurora
3. Police Department	13. Police Department
4. 1200 E. Indian Trail Rd	14. 1200 E. Indian Trail Rd
5. Aurora, IL 60505	15. Aurora, IL 60505
6. <u>Site 2 of 2: DR</u>	16. <u>Site 2 of 2: DR</u>
7. City of Aurora	17. City of Aurora
8. Fire Station 8	18. Fire Station 8
9. 3770 McCoy Dr	19. 3770 McCoy Dr
10. Aurora, IL 60504	20. Aurora, IL 60504

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by INSIGHT, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against INSIGHT or any third party. Customer and INSIGHT agree that a signed Schedule may be amended by written notice from INSIGHT to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

Insight Public Sector, Inc. (“INSIGHT”)

City of Aurora (“Customer”)

By (Sign): _____

By (Sign): _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Configurations

Dell APEX Equipment to be Delivered for Site: Prod (Police Department

Phones – Quote No. 3000173040074

Product	Quantity
VxRail E660H/F	3
RecoverPoint for Virtual Machine	3

SQL – Quote No. 3000173002896

Product	Quantity
VxRail E660H/F	3
RecoverPoint for Virtual Machine	3

CAD – 3000173002897

Product	Quantity
VxRail E660H/F	3
RecoverPoint for Virtual Machine	3

COA – 3000173002895

Product	Quantity
VxRail E660H/F	7
RecoverPoint for Virtual Machine	7
Dell EMC Networking N3200-ON	1
Dell EMC Networking S5248F-ON	2
RecoverPoint for Virtual Machine	1

Configurations

Dell APEX Equipment to be Delivered for Site: DR (Fire Station 8)

Phones – Quote No. 3000173040970

Product	Quantity
VxRail E660H/F	3
RecoverPoint for Virtual Machine	3

SQL – Quote No. 3000173002753

Product	Quantity
VxRail E660H/F	3
RecoverPoint for Virtual Machine	3

CAD – 3000173002752

Product	Quantity
VxRail E660H/F	3
RecoverPoint for Virtual Machine	3

COA – 3000173002754

Product	Quantity
VxRail E660H/F	7
RecoverPoint for Virtual Machine	7
Dell EMC Networking N3200-ON	1
Dell EMC Networking S5248F-ON	2
RecoverPoint for Virtual Machine	1