

FLEXIBLE CONSUMPTION AGREEMENT – U.S.

This Flexible Consumption Agreement (this “**Agreement**”, “**FCA**” or “**MFCA**”) is made effective as of December 7, 2023 (the “**Effective Date**”) between the following parties:

EMC Corporation (“Dell EMC” or “Supplier”)

176 South Street

Hopkinton, MA 01748

Email for Legal Notices:

Dell_Legal_Notices@dell.com

**New Orleans Regional Transit
Authority (“Customer”)**

And 2817 Canal ST

New Orleans, LA 70119-6301

Email for Legal Notices:

This FCA 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 FCA shall govern each Schedule (including any related purchase order) that references this FCA.

1. DEFINITIONS.

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

B. “Customer Data” means all information entered on the Products by or on behalf of Customer or its end users.

C. “Documentation” means the then-current, generally available, written user manuals and online help and guides provided by Supplier for Products.

D. “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.

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

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

G. “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 Supplier.

H. “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.

I. “Products” means collectively: (a) **“Equipment”** (which is EMC-branded or Dell-branded hardware that Supplier provides to Customer under this 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.

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

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

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

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 inform 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 Supplier that references such Schedule. Supplier 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 Meter; 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. Supplier is authorized to periodically meter the Flexible Consumption in order to calculate the applicable Flexible Consumption Fee. Supplier may conduct such activity through the use of electronic means and/or on-site inspection by Supplier 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 Supplier. Customer authorizes Supplier to store at the Installation Site, or load onto Products used for electronic communications, such equipment and programming as may be needed by Supplier to track usage levels or perform any Support Services for Products and shall not disable or interfere in the operation thereof. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give Supplier reasonable access thereto. Supplier shall cooperate with Customer to minimize the impact of any Supplier on-site inspection to Customer’s operations.

D. Payment. Customer shall pay Supplier’s invoices in full and in the same currency as the Supplier invoice within thirty (30) days after the date of Supplier’s invoice, with interest accruing

thereafter at the lesser of 1.5% per month or the highest lawful rate. 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 Supplier are exclusive of, and Customer shall pay or reimburse Supplier 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 Supplier's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to Supplier. 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 Metering 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, Supplier is unable to meter to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than Supplier, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of metering, Supplier 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 Supplier is unable to meter for a period of more than thirty (30) days, Supplier shall invoice, and the Customer shall pay, the maximum capacity of the Products. If Supplier is unable to meter the Flexible Consumption due to any failure which is caused by Supplier (e.g. failure of the modem, software or other equipment used by Supplier to meter 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. Supplier 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. Supplier shall deliver the Products by common carrier to the Installation Site. Software may be provided by (i) shipment of physical media; or (ii) electronic download (when so offered by Supplier).

C. Risk of Loss. Supplier shall bear the entire risk of loss, theft, damage or destruction with respect to the Supplier 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, Supplier shall be relieved of its Flexible Consumption obligations to the extent such event impacts Supplier'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 Supplier.

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), Supplier will be named as co-insured and loss payee respectively. Upon Supplier's request Customer must show Supplier evidence that the insurance required under this Agreement is in place in respect of the relevant Schedule(s). Customer must immediately notify Supplier of any loss claim, and Customer must not settle any claims without Supplier's agreement.

E. Personal Property and Identification. Title to Products provided by Supplier pursuant to any Schedule remains with Supplier at all times and Customer shall have no right or interest in such Products except as provided in this Agreement and related Schedule. All Products shall remain personal property of Supplier notwithstanding the manner in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of Supplier, 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 Supplier; and (ii) not remove such without the prior written consent of Supplier. Customer may not change the Installation Site without Supplier's prior written consent. Customer shall give Supplier immediate written notice of any attachment or judicial process affecting the Products or Supplier'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 Supplier 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, Supplier have 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; Telemetry Notice. All Customer Data shall remain the responsibility and property of Customer. Dell collects data from the Products relating to Product location, utilization, configuration, diagnostics and performance, solely for the purpose of providing the Services and forecasting capacity requirements ("Telemetry Data"). Telemetry Data does not include, and Dell does not otherwise access, view, process, copy, modify or handle Customer Data stored on the Products. Notwithstanding the foregoing, Dell will treat any Customer personal data inadvertently collected in accordance with the applicable jurisdiction's Dell Privacy Statement, each of which are available at <http://www.dell.com/localprivacy>, and each of which is hereby incorporated by reference. Customer consents to Dell's collection and use of Telemetry Data for the purposes stated herein.

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

B. Exclusions. Supplier 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 Supplier's control; (iii) installation, operation or use not in accordance with Supplier'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 Supplier or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. Supplier has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without Supplier'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, SUPPLIER (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, UNDER THIS AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. INSOFAR 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. SUPPLIER 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.

A. IP Indemnity. Supplier 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 Supplier ("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 Supplier. In addition, should any Product or Support Service become, or in Supplier's opinion be likely to become, the subject of such a Claim, Supplier 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 Agreement or elsewhere will obligate Supplier to provide any greater indemnity.

B. Exclusions from Indemnity. Supplier has no obligation under section 6.A above: (a) if Customer is in material breach of this 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 Supplier 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 Supplier or its authorized representatives; (4) any modification to the Product or Support Service made by Supplier pursuant to instructions, designs, specifications or any other information provided to Supplier 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 Supplier 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.

C. Indemnification Process. Supplier's duty to defend and indemnify under this section is contingent upon Customer: (a) sending prompt written notice of the Claim to Supplier and taking reasonable steps to mitigate damages; (b) granting to Supplier the sole right to control the defense and resolution of the Claim; and (c) cooperating with Supplier 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 SUPPLIER'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, OR SUPPLIER'S INDEMNITY OBLIGATION STATED IN SECTION 6 ABOVE, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS 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 SUPPLIER'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR SUPPLIER 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 (i) 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. TRADE COMPLIANCE.

Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions (collectively, "Applicable Trade Laws"). Offerings are for Customer's own/internal use, and may not be used, sold, leased, exported, imported, re-exported, or transferred except in compliance with the Applicable Trade Laws. Customer represents and warrants that it is not the subject or target of, or located in a country or territory that is the subject or target of economic sanctions under the Applicable Trade Laws. For further information about geographical restrictions and compliance with Applicable Trade Laws, visit www.dell.com/tradecompliance.

Customer agrees that it will obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Customer and its Affiliates provide to Supplier or its Affiliates, and (b) non-Supplier software or other components that Customer and its Affiliates direct or request that Supplier or its Affiliates use with, install, or integrate as part of the Supplier's Offerings. Customer will defend and indemnify Supplier and its Affiliates against any third-party claim resulting from a breach of the foregoing, or from Customer's infringement or misappropriation of intellectual property rights of Supplier, its Affiliates or third parties.

9. TERM; EVENTS OF DEFAULT; REMEDIES.

A. Agreement Term. This 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 FCA, 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 thirty (30) days of its due date; (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, Supplier 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 Supplier, assemble the Products in a single location designated by Supplier granting Supplier 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 Supplier to recover such Products. Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by Supplier in retaking possession of the Products and/or seeking to recover amounts due. Supplier shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Products under this Subsection C.

10. MISCELLANEOUS.

A. Notices. Notice to Supplier under this 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.

EMC Corporation
Attn: Contracts Manager
Dell Legal Department
One Dell Way
Round Rock, TX 78682

B. Entire Agreement. This 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 Agreement and/or Schedule, shall be null and void and of no legal force or effect.

C. 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 Supplier or its assignee of the right to receive payments and related rights due by Customer (ii) the purchase of all or substantially all of Supplier's assets or any deemed assignment or transfer by Supplier by reason of merger, consolidation, change-in-control or corporate reorganization. Supplier may use its direct or indirect subsidiaries or other sufficiently qualified subcontractors to provide Services to Customer, provided that Supplier remains responsible to Customer for the Services' performance.

D. Governing Law. This Agreement is governed by the laws of the State of Texas (excluding its conflict of law rules) and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Texas will be the exclusive jurisdiction for disputes arising out of or in connection with this Agreement. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

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

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

G. Financial Statements. Customer agrees to furnish Customer's financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as Supplier may from time-to-time reasonably request.

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

I. Order of Precedence. In the event of a conflict between the provisions of the documentation related to this FCA, 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 FCA (as amended).

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

EMC Corporation (“Supplier”)

**New Orleans Regional Transit Authority
 (“Customer”)**

By: _____

By: _____

**Name
 (Print):** _____

**Name
 (Print):** _____

Title: _____

Title: _____