



Master Agreement No. 6680762
Schedule No. 516509

TMMS SCHEDULE TO MASTER AGREEMENT

Schedule to Master Agreement dated December 17, 1996 between Avnet Computer, division of Avnet, Inc. ("Avnet Computer") and San Mateo County (the "Customer"). The Customer requests Avnet Computer to deliver the following Computer System to the Customer at its address below and the Customer agrees to pay the Payments for the Term as set forth below, all subject to the terms of the Master Agreement. All terms not defined herein shall have the meaning given to them in the Master Agreement.

Description of System:

See Revised Exhibit "A", "A-1", "A-2", "B" attached hereto and made a part thereof.

Attachments:

See Exhibit "1-A" attached hereto and made a part thereof.

Term: 72 months

Payments: \$ 39,652.00 per month for the seventy-two months;
plus applicable taxes.

Termination Privilege. Provided the Customer is not in default hereunder, the Customer shall have the right on the first anniversary of the Commencement Date of this Schedule and on any payment date thereafter (each a "Termination Date"), on sixty (60) days prior written notice to Avnet Computer, to terminate this Schedule provided that, on or prior to the Termination Date, the Customer (i) pays Avnet Computer the termination fee (the "Termination Fee") and (ii) returns the System to Avnet Computer as described in the Master Agreement and defined on Exhibit 1-A.

Exchange Privilege. Provided the Customer is not in default hereunder, the Customer shall have the right on the expiration of the Fifth anniversary of the Commencement Date of this Schedule (the "Exchange Date"), on sixty (60) days prior written notice to Avnet Computer, to exchange the System described herein for any Computer System then being offered by Avnet Computer provided, the announced price of such new System to Customers purchasing equivalent quantities does not exceed \$151,918.00 (the "Maximum Replacement Cost"). If the Exchange Privilege is exercised, Avnet Computer will, on or before the Exchange Date, deliver and install the new System at the Customer's address herein, at the Customer's cost, and upon such installation of the new System shall remove the existing System. Unless the Customer and Avnet Computer enter into a new Schedule covering the new System containing different terms than provided herein, the terms of the Master Agreement and this Schedule, including the Term and payments, shall remain unchanged and in full force and effect, except the term "System" shall mean the new System. Notwithstanding such exchange, the Customer shall have the same Termination Privilege and Exchange Privilege for the new System as provided herein, except the Termination Date shall be the N/A anniversary of the Exchange Date or any payment date thereafter and the new Exchange Date shall be the N/A anniversary of the Exchange Date. The Customer shall execute such documents as Avnet Computer requests to perfect Avnet Computer's interest in the new System.

This TMMS Schedule to Master Agreement cancels and supersedes previous Master Agreement Schedule dated 6/30/99.
The Commencement Date of this Master Agreement Schedule is 7/1/98.

Avnet Computer, division of Avnet, Inc.

San Mateo County
(Customer)

By: _____
(Signature)

By: _____
(Signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: 225 W. 37th Avenue;
San Mateo, CA 94403

Date Accepted: _____

Date: _____

Exhibit A-2

SAN MATEO COUNTY

Master Agreement Schedule #516509

EVO D510

L I	Qty	Part No	Description	Service
1	31	470034-609	EVO D510 SFF P4-2G 20GB 128MB XPP W2K 48X	Mfg War
2	62	282434-B21	256MB DRR MEMORY	Mfg War
3	31	295925-003	15IN LCD 297MM TFT1520 MONITOR SILVER	Mfg War
4	31	259960-002	4YR 9X5 ND EVO D5XX	Mfg War

EVO N610C

L I	Qty	Part No	Description	Service
1	31	470037-749	EVO N610C P4 2G 256MB 40GB W2K 14.1 SXGA	Mfg War
2	31	269086-B25	256MB MEMORY DDR ALL	Mfg War
3	31	163181-002	9X5 NEXT BUSINESS DAY ON SITE COVERAGE	Mfg War

Initials

Date



Exhibit 1-A of
Master Agreement Schedule #516509 dated _____

between
Avnet Computer, Division of Avnet, Inc.
and
San Mateo County
(Customer)

The Termination Fee shall be determined as follows:

1. No Termination is permitted in the first year of the Term.
2. If the Termination Date occurs on the first anniversary of the Term:
 - a) N/A
3. If the Termination Date occurs on the second anniversary of the Term:
 - a) N/A
4. If the Termination Date occurs on the third anniversary of the Term:
 - a) N/A
5. If the Termination Date occurs on the fourth anniversary of the Term:
 - a) N/A
6. If the Termination Date occurs on the fifth anniversary of the Term:
 - a) \$360,000.00

The Termination Fee shall be adjusted accordingly for any Termination Date occurring on a date other than the anniversary of the Term.

x _____
Initials



Delivery and Acceptance Receipt
Master Agreement Schedule #516509 dated _____

The undersigned Customer hereby acknowledges receipt of the System described below or on any attached schedule to be in good working condition, and Customer hereby accepts the System after full inspection thereof as satisfactory for all purposes of the above referenced Master Agreement Schedule executed by the Customer with Avnet Computer. The Customer certifies that Avnet Computer has fully and satisfactorily performed all covenants and conditions to be performed by Avnet Computer under the Master Agreement Schedule and has delivered the System selected by Customer in accordance with Customer's directions.

Customer agrees that Avnet Computer has made or makes no representations or warranties of any kind or nature, directly or indirectly, express or implied, as to any matter whatsoever, including the suitability of such system, its durability, its fitness for any particular purpose, its merchantability, its conditions, and/or its quality.

Customer represents and warrants that none of the System was delivered prior to the date the undersigned executed the subject Master Agreement Schedule unless Avnet Computer shall have previously consented thereto, in writing.

Description of the System delivered and accepted:

See Exhibit "A-2" attached hereto and made a part hereof.

San Mateo County
(Customer)

By: _____
(Signature)

Print Name: _____

Date System
Accepted: _____