

WARRANTY ADDENDUM
TO MASTER AGREEMENT NO. 6680762
SCHEDULE 516509

The parties to the above-captioned Master Agreement ("Agreement") and Schedule agree that the following provisions shall be incorporated into and made a part of the Agreement and shall apply to Schedule 516509 referenced above and to any schedule subsequently made part of the Agreement. Capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

CUSTOMER WARRANTIES. Customer represents, warrants and covenants to Avnet Computer with respect to each Schedule that: (a) Customer is an agency or department of, or a political subdivision of the state in which it is located; (b) Customer has the power and authority to enter into the Agreement and each of the Schedules and Exhibits thereto ("Related Agreements"); (c) all Related Agreements are legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Customer; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could reasonably be expected to have a material adverse effect on any Fundamental Agreement, unless such actions have been disclosed to Avnet Computer and consented to in writing by Avnet Computer; (e) Customer shall comply in all material respects with all laws and regulations the violation of which could have a material adverse effect upon the System or Customer's performance of its obligations under any Fundamental Agreement; (f) each Related Agreement shall be effective against all creditors of Customer under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (g) all financial statements, certificates or summaries relating to Customer's financial condition, fiscal budget or the assessment and collection of taxes and other related information furnished by Customer shall be prepared in accordance with generally accepted accounting principles in the United States in effect at that time and shall fairly present Customer's financial position as of the dates given on such statements; (h) Customer intends to use the System for the entire Term of the Schedule and all System will be used for business purposes only and not for personal, family or household purposes; (i) Customer has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Schedule and the acquisition of the System; (j) Customer's obligations to pay Rent and any other amounts due under the Schedule constitute a current expense and not a debt of Customer under applicable state law; (k) no provision of the Schedule constitutes a pledge of the tax or general revenues of Customer; and (m) the System will be used by the Customer for an important San Mateo Medical Center use.

Except as specifically modified herein, all provisions of the Agreement and Schedule shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives as of the date of execution of the Schedule 516509.

CUSTOMER: San Mateo County

Avnet Computer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

AMENDMENT TO NON-APPROPRIATION ADDENDUM
TO MASTER AGREEMENT NO. 6680762

The parties to the above-captioned Master Agreement ("Agreement") agree that the following shall be deleted from the Non-Appropriation Addendum to the Agreement. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

"(b) If Customer terminates this Agreement pursuant to this Paragraph, Customer agrees that, unless the following would affect the validity of this Agreement (i) for a period three hundred sixty (360) days after the effective date of such termination, it will not purchase, lease, rent, seek appropriations for, or otherwise obtain equipment serving the same or similar function as the System; and (ii) its obligations under clause (i) will survive termination of this Agreement".

Except as specifically modified herein, all provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

CUSTOMER: San Mateo County

Avnet Computer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____