

Microsoft Enterprise Agreement  
Number

To be completed  
by Microsoft

01E50944

**AMENDMENT TWO  
TO THE  
MICROSOFT STATE AND LOCAL GOVERNMENT ENTERPRISE AGREEMENT**

This amendment ("amendment") is made and entered into by and between the undersigned for the purpose of amending that certain Microsoft State and Local Government Enterprise Agreement ("agreement") identified above between **County of Riverside** and MSLI, GP and in order to allow non-appropriation language. All terms used but not defined in this amendment will have the meanings assigned to such terms in the agreement, as amended.

**I. Modifications to the Agreement.**

1. Paragraph 14m of the Agreement is added in its entirety as follows:

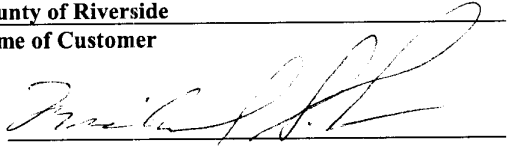
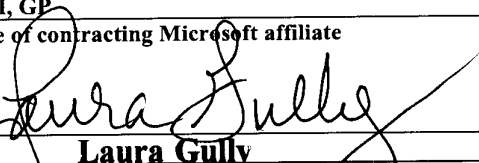
m. Non-appropriation. Notwithstanding other provisions contained within this agreement, all payment obligations under this contract are subject to both (i) the availability of appropriation for this purpose, and (ii) such funds being made legally available for payment. In the event of non-appropriation of funds by the governing body, or of such funds not being made legally available for the purchase of items under this contract, then you may cancel your purchase order for the remaining payments for those goods (software) for which funds have not been appropriated or made legally available for payment, subject to the terms and conditions of the third paragraph of Section 13b. You or the enrolled affiliate, as applicable, agree to provide written notice to us as soon as possible after the governing body's action is completed.

**II. Effect of Amendment.**

Except as specifically amended by this amendment, all provisions of the agreement identified above shall remain unchanged and in full force and effect. This amendment is not legally binding until executed by both parties and shall become effective on the date of signature of the contracting Microsoft affiliate. When this amendment is fully executed, you will receive a confirming copy.

You must execute and return two (2) copies of this amendment to the below address on or before April 30, 2002, in order for the terms and conditions of this amendment to apply.

MSLI, GP  
Attn: Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, NV 89511-1137

<b>Customer:</b> County of Riverside	<b>Contracting Microsoft Affiliate:</b> MSLI, GP
Name of Customer	Name of contracting Microsoft affiliate
By 	By 
Name, Title Michael S. Lee, Procurement Cntr. Sp.	Name, Title Contract Administrator
Date 4/24/02	Date 4/26/02

FORM APPROVED  
COUNTY COUNSEL

Prepared by: \_\_\_\_\_  
Forrest Silverman, Licensing Executive,  
Microsoft Corporation  
Agent for MSLI, GP

APR 24 2002

