

**GOBIERNO MUNICIPAL DE GUAYNABO  
LEGISLATURA MUNICIPAL**

**RESOLUCION**

Número 16

Serie 2000-2001

Presenada por: Administración

**PARA AUTORIZAR AL HONORABLE ALCALDE DEL MUNICIPIO DE GUAYNABO, O AL FUNCIONARIO QUE EL DESIGNE, A QUE A NOMBRE Y EN REPRESENTACION DEL MUNICIPIO DE GUAYNABO COMPAREZCA A SUSCRIBIR UN DOCUMENTO DE ADHESION PARA QUE EL MUNICIPIO DE GUAYNABO PUEDA PARTICIPAR DEL CONTRATO ENTRE MICROSOFT Y EL GOBIERNO DE PUERTO RICO.**

Por Cuanto : Es necesario que el Municipio de Guaynabo suscriba un documento de adhesión para que el Municipio pueda participar del Contrato entre Microsoft y el Gobierno de Puerto Rico, cuya copia fiel y exacta se hace formar parte de la presente Resolución.

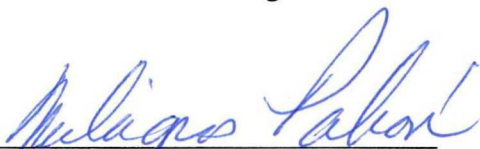
Por Cuanto : Las ventajas principales del Contrato entre Microsoft y el Gobierno de Puerto Rico son: reducir los costos administrativos de uso y manejo de sistemas, estandarizar los productos para maximizar el uso de programas y simplificar el manejo de licenciamiento de productos.

Por Cuanto : Es necesario que esta Legislatura Municipal autorice al Hon. Héctor O'Neill García, Alcalde de Guaynabo, o el funcionario que él designe, a que comparezca a suscribir el referido documento.

**POR TANTO: ORDENASE POR ESTA LEGISLATURA MUNICIPAL DE GUAYNABO, PUERTO RICO, REUNIDA EN SESION EXTRAORDINARIA HOY, DIA 26 DE JUNIO DE 2001.**

Sección 1ra. : Autorizar, como por la presente se autoriza, al Hon. Alcalde del Municipio de Guaynabo, o el funcionario que él designe, a que suscriba el documento mencionado anteriormente, el cual se hace formar parte de la presente Resolución.

Sección 2da. : Esta Resolución, por ser de carácter urgente, comenzará a regir inmediatamente después de su aprobación y copia de la misma le será enviada a los funcionarios municipales y estatales que corresponda para los fines de rigor.

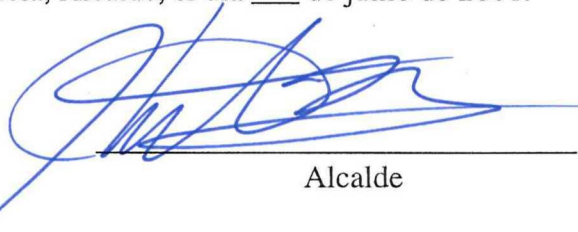


Presidente



Secretaria

Fue aprobada por el Hon. Héctor O'Neill García, Alcalde, el día 29 de junio de 2001.



Alcalde



Municipio Autónomo de Guaynabo  
*Legislatura Municipal*

Hon. Milagros Pabón  
Presidenta

CERTIFICACION

YO, SRA. ASUNCION CASTRO DE LOPEZ, Secretaria de la Legislatura Municipal de Guaynabo, Puerto Rico, por medio de la presente certifico que la que antecede es una copia fiel y exacta de la Resolución Núm. 16, Serie 2000-2001, aprobada por la Legislatura en su sesión extraordinaria del día 26 de junio de 20001.

CERTIFICO, ADEMAS, que la misma fue aprobada por unanimidad de los miembros presentes en dicha sesión, los Hons.

Milagros Pabón  
Guillermo Urbina Machuca  
Francisco Nieves Figueroa  
Carmen Báez Pagán  
Luis Carlos Madonado Padilla  
Aida M. Márquez Ibáñez  
Elsie Droz Rodríguez

Javier E. Allende  
Juan A. Martínez Cintrón  
Carmen Delgado Morales  
Adolfo A. Rodríguez Burgos  
Juan Berríos Arce  
Ramón Ruiz Sánchez

Fue aprobada por el Hon. Héctor O'Neill García, Alcalde, el día 29 de junio de 2001.

Y PARA QUE ASI CONSTE, expido la presente certificación bajo mi firma y el sello oficial de esta municipalidad en Guaynabo, Puerto Rico, a los 29 días del mes de junio del año 2001.



*Asunción Castro de López*  
Secretaria Legislatura Municipal

# MUNICIPIO AUTÓNOMO DE GUAYNABO



Hon. Héctor O'Neill García  
Alcalde

Rafael A. Cosme  
Ayudante Especial del Alcalde  
Oficina de Operaciones

---

## MEMORANDO

---

Lcdo. Efraín Pérez Jiménez  
Vice Alcalde

  
Rafael A. Cosme

Re: Contrato de Microsoft y Gobierno de Puerto Rico

11 de junio de 2001

---

Según solicitado por el señor Alcalde adjunto el documento para que el Municipio pueda participar del acuerdo entre Microsoft y el Gobierno de Puerto Rico. El documento fue revisado por el Lcdo. Russe e inició las páginas como visto bueno de la Oficina Legal.

Ajuntó copias de

1. Contrato Master que firmó la Oficina de Gerencia y Presupuesto del Gobierno de Puerto Rico y Microsoft.
2. Copia de explicación general del contrato entre el Gobierno de Puerto Rico y Microsoft.
3. Microsoft Select Enrollment.

Una vez el Municipio firma el "Enrollment" tiene derecho a comprar los programas de Microsoft a precios de descuento. Microsoft provee los CD y el Municipio instala los mismos de acuerdo a sus necesidades.

PO BOX 7885  
GUAYNABO, PUERTO RICO 00970  
TEL. (787) 720 4040 Ext. 2022 FAX. (787) 287 3010  
e-mail: rafael\_cosme@hotmail.com

~ FORJANDO NUESTRO FUTURO ~





**GOBIERNO MUNICIPAL DE GUAYNABO**

*Lcdo. Efraín Pérez Jiménez*  
**Vice Alcalde**

LCDO. HECTOR RUSSE MARTINEZ  
Director de Asuntos Legales

  
EFRAÍN PÉREZ JIMÉNEZ  
Vicealcalde

14 de junio de 2001

CONTRATO ENTRE MICROSOFT Y GOBIERNO DE PR

Adjunto documento mencionado en el asunto.

Favor de evaluar y si entiende que es necesario actuar conforme el Artículo 14.002 de la Ley de Municipios de Autónomos. Informar si este tipo de acuerdo necesita la aprobación de la Legislatura Municipal.

Por razón de estar de vacaciones cualquier duda puede consultarla con el Sr. Rocafort y/o el Honorable Alcalde.

*15 de junio de 2001*  
*JAL*  
*3:20 pm.*

**Apartado 7885 Guaynabo, Puerto Rico 00970 Tel. (809) 720-6834 Fax (809) 790-0707**  
**"FORJANDO NUESTRO FUTURO"**



Enrollment Number  
 Select Agreement Expiration Date  
 Microsoft must complete the following:  
 Microsoft Business Agreement Number  
 Select Agreement Number


**MICROSOFT SELECT ENROLLMENT**

This MICROSOFT SELECT ENROLLMENT is entered into between the following companies as of the effective date identified below. If different from the main contact information, any notices must be addressed to the contact and locations outlined in the notices section below. We will notify you in writing if our address information changes. You must notify us in writing if your address changes.

Company Name <b>MUNICIPIO AUTONOMO DE GUAYNABO</b>	Name and address of contracting Microsoft affiliate MSLI, GP
Street Address and/or post office box <b>PO BOX 7885</b>	Street Address and/or post office box 6100 Neil Road Suite 210
City and State / Province <b>GUAYNABO, PUERTO RICO</b>	City and State / Province Reno, NV
Country and Postal Code <b>00970</b>	Country and Postal Code USA 89511-1137
Contact Name <b>Lcdo. Efraín Pérez Jiménez</b>	
Phone Number <b>(787) 272 - 8607</b>	Phone Number 775-823-5600
Fax Number <b>(787) 720-0850</b>	Fax Number 775-826-7287
Email Address <b>EPJVICE@PRTC.NET epsvice@prtc.net</b>	Email Address Selquest@microsoft.com
For the Attention of:	For the Attention of: Dept. 551, Volume Licensing
Customer Notices Information (if different from above)	<b>The agreement and attached documents should be sent to the above address for approval and processing.</b>
Company Name <b>MUNICIPIO AUTONOMO DE GUAYNABO</b>	<i>All NOTICES should have Copy To:</i> Microsoft Corporation, Law and Corporate Affairs
Street Address and/or post office box <b>PO BOX 7885</b>	One Microsoft Way
City and State / Province <b>GUAYNABO, PUERTO RICO</b>	Redmond, WA
Country and Postal Code <b>00970</b>	USA 98052
Contact Name <b>Jarime Tirado</b>	
Phone Number <b>(787) 720 - 4040 X2500</b>	
Fax Number <b>(787) 790-1616</b>	425-936-7329
Email Address <b>JTREDT@PRTC.NET jtredt@prtc.net</b>	@Microsoft.com
For the Attention of:	For the Attention of: Volume Licensing Attorney

*Handwritten initials/signature*

I. Terms used in this enrollment shall have the meanings assigned to them in the Microsoft Select Agreement identified above. By signing this enrollment, you represent and warrant that:

- a. You have read and understood the Microsoft Business Agreement and Select Agreement identified above, including any addenda and amendments to that agreement (specifically including but not limited to the current version of the product use rights), and agree to be bound by those terms.
- b. You are either the entity that signed the Select Agreement identified above or its affiliate.
- c. You expect to acquire licenses equivalent to at least 500 points during the term of this enrollment.

II. **Additional terms.** Notwithstanding anything to the contrary in the Select Agreement identified above:

- a. Orders for licenses placed pursuant to this enrollment will be submitted to us directly;
- b. We waive any requirement that you choose and maintain a reseller for this enrollment; and
- c. **Prices and Payment Terms.**

i. **Prices.** You will pay us the prices, as published from time to time by us, for the products acquired under to this enrollment. The prices are subject to change. Changes may be in the form of promotional pricing and movements in foreign currency exchange rates. No such change will be effective for a particular calendar quarter unless the change has been announced at least 30 days prior to the beginning of such quarter. The price applicable to a product shall be the price in the currency quoted by us for the country in which you are located. The prices will not include applicable sales, value added, duties, tariffs and other similar taxes, which shall your responsibility. For the current Product List and prices contact us.

ii. **Payment.** When we receive the required order described in the Select Agreement identified above, we will invoice you and you will be obligated to pay us the above fees for each Microsoft part number in the quantities indicated on such order, along with any applicable Upgrade Advantage fees. All amounts due and owing under this enrollment will be paid as follows:

(x) **Credit Terms.** Unless and until otherwise specified by us pursuant to enrollment, you will pay amounts due and owing hereunder under such credit terms as we, within our sole discretion, will determine. If we extend credit, payment terms, unless we otherwise specify, will be net 60 days from the date of our invoice. Any invoice outstanding beyond such time period may be assessed a finance charge of two percent of the invoice amount per month or the legal maximum, which ever is less. Nonpayment of any such amount 60 days beyond the original invoice date could, at our sole discretion and notwithstanding any notice requirement set forth in this enrollment, result in the termination of this enrollment. Unless and until such time as you are otherwise directed by us in writing, all payments made pursuant to this enrollment shall be in the form of bank wire transfer, sent to the following:

Bank:	NationsBank of Texas, N.A. 1401 Elm Street, 5th Floor Dallas, Texas 75202
ABA #:	11100001-2
Beneficiary:	Microsoft Latin American Collections
Account No.	3750909788
LockBox#	844515
Swift Address:	NABKUS44
Reference:	Account Name and Invoice No.

We reserve the right to alter, change or revoke the foregoing credit terms and any other credit terms, or to require at any time any other credit enhancement to secure payment under this enrollment (for example, but not limited to, prepayment under subsection (y) below or the provision of a standby letter of credit under subsection (z) below).

(y) **Cash in Advance.** We may at any time, in our sole discretion, require payment for all orders to be made in cash in advance. Orders shall be filled upon receipt of U.S. Dollars for the full invoice amount. We shall refund excess paid upon your request. Payment shall be made by wire transfer to:

Bank:	NationsBank of Texas, N.A. 1401 Elm Street, 5th Floor Dallas, Texas 75202
ABA #:	11100001-2
Beneficiary:	Microsoft Latin American Collections
Account No.	3750909788
LockBox#	844515
Swift Address:	NABKUS44



Reference: Account Name and Invoice No.

(z) **Letter of Credit.** We may at any time, in our sole discretion, require payment for all orders be secured by an irrevocable standby Letter of Credit ("L/C") issued in our favor as beneficiary, in form satisfactory to us, to be advised and payable at the counter of the following bank:

NationsBank of Texas, N.A.  
1401 Elm Street, 5th Floor  
Dallas, Texas 75202

Terms and Conditions of the L/C shall include:

- (1) The L/C must be payable in U.S. Dollars for such amount as we in our sole discretion shall require; and
- (2) All banking charges are for the account of the opener. We will not be responsible for any banking charges.

(xx) **Payment Instructions.** In order to minimize accounting reconciliation differences, all payments you make according to this enrollment shall include instructions specifying the appropriate application of the payment. These instructions will specify the invoice number to which the payment applies. We must receive payment instructions within seven days of receipt of any payment. If we do not receive any payment instructions, we may apply the payment to earlier unpaid invoices, and we will advise you of such payment application.

iii. **Taxes.**

(x) **Sales Tax.** You will either provide us with a bona fide resale certificate for all products delivered to you by us pursuant to the terms of this enrollment, or pay to us all applicable duties, value added taxes, imposts, sales, use or other excise taxes due on such products. You will indemnify, defend and hold us harmless from any tax liabilities arising from or related to any failure by you to comply with this enrollment.

(y) **Withholding Taxes.** If taxes are required to be withheld by any government on payments required under this enrollment, you may deduct such taxes from the amount owed and pay such taxes to the appropriate tax authority; provided, however, that you promptly secure and deliver to us an official receipt for any such taxes withheld or other documents necessary to enable the us to claim a foreign tax credit. You will remain liable to us for any amounts withheld pursuant to this subsection (y) for which you have failed to deliver such official receipt to us. You will make certain that any taxes withheld are minimized to the extent possible under the applicable law. Any import duties, tariffs or similar charges imposed that are not clearly defined as "withholding" taxes shall not be deductible.

(z) **Stamp Tax.** Any stamp tax which is owed pursuant to this enrollment will be your sole responsibility. Upon our request, you will provide to us evidence of your payment of the appropriate amount of stamp tax to the appropriate authorities.

This enrollment consists of (1) this cover page, (2) the Shipping Information Form, and (3) the Product List. By signing below you agree that you are bound by the terms of the Select Agreement identified above and the product use rights applicable to products ordered under this enrollment.

By signing below, you also represent that the information that you provide on each of the attached forms is accurate.

<b>Name of Company (Entity Name):</b> MUNICIPIO AUTONOMO DE GUAYNABO	<b>Name of contracting Microsoft affiliate:</b> MSLI, GP
<b>By:</b> (Signature)	<b>By:</b> (Signature)
<b>Name:</b> LCDO. EFRAIN PEREZ JIMENEZ (Printed)	<b>Name:</b> (Printed)
<b>Title:</b> VICE-ALCALDE (Printed)	<b>Title:</b> (Printed)
<b>Date:</b>	<b>Effective Date:</b>

Forme  
→

1/1/00  
[Signature]



### Shipping Information Form

License Confirmations and Select CD-ROM subscriptions will be shipped to the following address. If the CD-ROM shipping address differs from the License Confirmation shipping address, please complete the Initial Fulfillment Kit/CD-ROM Shipment Contact address section on the following page.

License Confirmation Ship-to Information *(If different from address on the cover page)*

Company Name <b>MUNICIPIO AUTONOMO DE GUAYNABO</b>	Company Contact Email Address
Street Address <b>ALCALDIA CALLE JULIAN ACOSTA</b>	Company Contact Language <i>(If different than language of this agreement)</i>
City and State / Province <b>GUAYNABO, PUERTO RICO</b>	
Country and Postal Code <b>00970</b>	
Contact Name <b>JAIME TIRADO</b>	Microsoft Account Manager Name
Phone Number <b>(787) 720-4040 X2500</b>	Microsoft Office Location
Fax Number <b>(787) 790-1616</b>	Microsoft Contact Email Address <i>(if applicable)</i>

Initial Fulfillment Kit / CD-ROM Shipment Contact *(If different from License Confirmation contact)*

Company Name	Contact Name
Street Address	Phone Number
City and State / Province and Postal Code	Fax Number
Country	Email Address

*Handwritten initials/signature*

*Handwritten initials/signature*

### Microsoft Licensing CD Kit Order Form

For each enrollment, Microsoft will ship one CD kit plus updates for each pool, group, and language you designate in the table below. For each language and group you wish to receive, please mark the corresponding box with an X. You may receive CDs only for the pool(s) designated on this enrollment. If you would like to receive additional CD kits and updates, you may order through us or if applicable your reseller for a fee.


Check here if you have the current CD kit and DO NOT need another complete set. You will receive kit updates.

Microsoft Select Enrollment v5.1  
(Latin America English Direct) October 15, 2000

Shipping Information

Page 5 of 5

Pool/Group  Language	Application Pool				System Pool			Server Pool	
	Microsoft Office Family	Developer Tools	Training and Learning	Products for Macintosh	Windows Client: Business	Windows Client: Consumer	Windows 3.1 and MS-DOS	Windows Servers	Server Applications
English									
Int'l English/Multi-language									
Arabic									
Brazilian Portuguese									
Chinese-Simplified									
Chinese-Traditional									
English, ChnSimp, ChnTrad									
Czech									
Danish									
Dutch									
Finnish									
French									
German									
Greek									
Hebrew									
Hungarian									
Italian									
Japanese									
Korean									
Norwegian									
Polish									
Portuguese									
Russian									
Spanish									
Swedish									
Thai									
Turkish									

 = Not available

Note: For a complete content list for each group, see your LAR or Microsoft account manager.

## CONTRATO DE GOBIERNO

45

### EXPLICACIÓN GENERAL DEL CONTRATO DEL GOBIERNO DE PUERTO RICO Y MICROSOFT

El contrato tiene una duración de cuatro (4) años comenzando en 12/23/97 y terminando en 12/31/01. Todas las agencias del gobierno están incluidas dentro de este acuerdo.

#### Las ventajas principales del contrato son:

- Reducir los costos administrativos de uso y manejo de sistemas.
- Estandarizar los productos, para maximizar el uso de programas.
- Simplificar el manejo de licenciamiento de productos.

#### Dentro del contrato obtendrá:

- Todos nuestros productos para instalación inmediata y recibirá periódicamente nuevas versiones.
- Puede instalar todas las versiones nuevas incluidas dentro del grupo básico, por la duración del contrato.
- Acceso directo a Microsoft Gobierno o 268-85-28 para clarificar dudas o preguntas sobre nuestra tecnología.
- Designación de un representante para atender su agencia, que pueda ayudarle en sus necesidades.
- Adiestramientos para el personal técnico.
- Descuento en todos los demás productos Microsoft que no están incluidos automáticamente dentro del grupo de productos básicos.
- Autorización para evaluar cualquiera de nuestros productos por 45 días sin costo para su institución.

#### ¿Que incluye el contrato en términos generales?

El grupo básico de productos que las agencias de gobierno tienen derecho a instalar es:

#### Sistemas Operativos:

- **Windows 95**



Windows 95 es el camino más fácil hacia un escritorio de 32 bits con un conjunto reducido de requisitos de hardware, amplia compatibilidad y fácil instalación. Windows 95 hace que todas las tareas resulten más fáciles, más rápidas y más divertidas.

Windows 95 también permite configurar una red, configurar hardware o desinstalar programas automáticamente. Apreciará las características de Windows 95 como el fácil acceso a Internet, la multitarea y los nombres de archivo largos.

- **Windows 98**





El sistema operativo Microsoft Windows 98 es la actualización de Windows que hace que el equipo trabaje y funcione mejor. Trabaja mejor al hacer que el acceso a Internet sea más sencillo y al proporcionar mejor rendimiento del sistema, todo ello junto con diagnósticos y mantenimiento del sistema más sencillos. Con Windows 98, el sistema también funciona mejor ya que es compatible con las tecnologías más avanzadas de gráficos, sonido y multimedia, cuenta con la capacidad de agregar y quitar dispositivos periféricos con compatibilidad con el Bus serie universal (USB) y permite la convergencia del equipo personal.

- **Windows NT**



Workstation Mejore la productividad y reduzca el costo de computación con Windows NT Workstation, el sistema operativo de escritorio más eficaz para la computación empresarial. Windows NT Workstation también le permite...

implementar políticas y estándares para configuraciones de escritorio en todo el sistema.

- **Windows 2000 Professional**



El Sistema Operativo sólido y confiable para estaciones de trabajo y computadoras portátiles de su empresa. Diseñado para organizaciones de todos los tamaños, Microsoft Windows 2000 Professional combina la confiabilidad, seguridad y manejabilidad de Microsoft Windows NT Workstation con la facilidad de uso de Microsoft Windows 98.

### Aplicaciones:

- **Office 97 Professional**



La edición más popular de Office presenta una amplia variedad de programas - desde procesador de textos, hojas de cálculo y bases de datos, hasta correo electrónico e integración completa con el web.

- **Office 2000 Professional**

documentos con la ayuda indistintamente de iconos, menús o comandos que permiten, entre otros, cambiar tipos de letras, copiar, mover o insertar partes de texto, manejar encabezados, pies de página, o listas, obtener vistas electrónicas de lo que se va a imprimir, generar cuadros o columnas, etcétera.

#### **Excel**

Las hojas de cálculo y los nuevos cuadernos de trabajo de Excel ayudan a organizar sus datos y a obtener los resultados que usted necesita. De igual forma, facilitan formar grupos de trabajo.

#### **Power Point**

Permite organizar, ilustrar y mostrar información, de forma profesional e impactante, tanto en presentaciones personales como en línea. Microsoft PowerPoint es un programa para el diseño de presentaciones. Ayuda a crear acetatos (para proyectarlos en pantalla), transparencias de 35mm o presentaciones de imágenes para video.

#### **Access**

Permite la administración de bases de datos relacionales, tanto dentro de una organización como en Internet. Microsoft Access es un programa para el manejo de bases de datos que permite el almacenamiento, el agrupamiento y la búsqueda rápida de todo tipo de datos indispensables en las labores diarias de las empresas.

#### **Outlook**

El más novedoso programa para manejar correo electrónico, organizar calendarios y administrar toda la información de su escritorio. Outlook le permite automatizar la comunicación dentro de su institución proveyéndole la posibilidad de enviar e-mails, compartir archivos, reservar recursos internos tales como salones de conferencias y hasta convocar reuniones. En adición incluye Microsoft Proofing Tools que le permite corregir ortografía y sinónimos en español.

## **Servidores:**

- **Microsoft® Windows NT® Server**

Microsoft® Windows NT® Server Es el sistema operativo de servidor más sencillo para la mayor parte de sus necesidades empresariales. Es tan fácil de configurar que estará listo y funcionando en menos de una hora después de que lo haya sacado de la caja. Es tan flexible y compatible que conseguirá reducir significativamente los costos de hardware y software. Es tan fiable y fácil de administrar que pronto experimentará que se reduce el tiempo de inactividad.

- **Windows 2000 Server**





El sistema operativo multi-usos para redes, para la próxima generación de computación. Windows 2000 Server integra un sistema de directorio basado en standards, web, aplicaciones, networking y servicios de archivo e impresión con poderosos sistemas de administración y confiabilidad para proveer la mejor base para integrar el Internet con negocios de cualquier tamaño.

#### **Microsoft Internet Information Server**

Es el servidor de Web integrado dentro de Windows NT. Tiene la capacidad de poder crear el web más grande del mundo, sin embargo tan sencillo como para crear páginas de intranet en minutos. Las empresas buscan tecnologías de Web basadas en estándares para, de una manera más eficiente, intercambiar información con clientes, socios y empleados de todo el mundo. Además, intentan implementar soluciones que aprovechen al máximo las inversiones existentes en conocimientos, formación y tecnología. Microsoft Internet Information Server (IIS) está diseñado para cubrir estas necesidades a un amplio rango de usuarios, desde grupos de trabajo y departamentos de una intranet corporativa hasta proveedores de servicios Internet que alojan sitios Web que reciben millones de visitas diarias. IIS 4.0 revoluciona las capacidades de Web del sistema operativo Microsoft Windows NT Server versión 4.0, proporcionando la forma más fácil de compartir información, crear y distribuir aplicaciones de negocio, y alojar y administrar sitios.

#### ● **Microsoft® SQL Server™**

Es un sistema de administración para bases de datos relacionales, escalable, confiable, flexible y de alto rendimiento con sistemas Windows NT® Server. Diseñado para satisfacer los requisitos de la computación cliente-servidor empresarial e Internet, SQL Server 6.5 está estrechamente integrado con la familia de servidores BackOffice® para que las organizaciones mejoren los procesos de toma de decisiones y el flujo de negocios. Debido a su inigualable facilidad de uso e integración, SQL Server reduce el costo global de la computación distribuida.

#### ● **Microsoft® Exchange Server™**

Un servidor de correo electrónico que se ajusta a los estándares de Internet y enriquece la comunicación y la colaboración en empresas de cualquier tamaño. Es una plataforma de comunicación que le provee un sistema efectivo de mensajería y colaboración. Exchange Server abarca los estándares de Internet e intranet, apoya el correo electrónico y amplía las funciones de mensajería. Puede programar reuniones con los miembros de su equipo virtualmente a lo largo de su organización y reservar recursos tales como salones de conferencias. La plataforma ideal para las aplicaciones de mensajería crítica. Con capacidad de almacenamiento ilimitado, soporte integrado para SMP, ejecución de respaldos mejorada y administración de la seguridad perfeccionada, Microsoft Exchange 5.5 es la mejor opción para sus servicios de mensajería. Usted no encontrará una plataforma que ofrezca mayor rendimiento, escalabilidad y estabilidad en el mercado.

#### ● **Microsoft SNA Server**

cliente-servidor, al tiempo que conserva las inversiones existentes en sistemas AS/400 y mainframe. Como amplia puerta de enlace o gateway, SNA Server 4.0 conecta de forma ininterrumpida y flexible los dos mundos de sistemas host y redes de cliente/servidor heredadas. Como plataforma de integración de aplicaciones, SNA Server 4.0 ofrece a los programadores dos nuevas formas de aprovechar los datos y aplicaciones de AS/400 y mainframe existentes utilizando lo mejor de las técnicas actuales de programación orientada a objetos. Pueden encontrarse nuevas soluciones más rápidamente y a una fracción del costo. Además, Microsoft SNA Server 4.0 es la solución de integración de Web a host más sencilla y rentable disponible para permitir un despliegue rápido y flexible y reducir el coste de propiedad total.

- **Microsoft System Management Server**

Ayuda a reducir el costo de manejo y administración de redes centralizando tareas administrativas de las computadoras. Puede realizar inventario de hardware y software, distribuir software a través de la red, diagnosticar y reparar problemas remotamente. Tanto si tiene que administrar todo un sistema de 100.000 grupos de trabajo en un ámbito empresarial como si se trata de un grupo de trabajo de 20 nodos, Microsoft® Systems Management Server proporciona una solución fácil y amplia para administrar y solucionar problemas de sus equipos en red de forma centralizada, y para distribuir software a equipos de escritorio de forma eficiente. Systems Management Server es una solución completa para administrar de forma centralizada los equipos personales en una red de cualquier tamaño. Permite que los administradores de red detecten cada equipo en la red, hagan un inventario de las configuraciones de software y hardware y envíen información clave a la base de datos central.

- **Back Office 4.5**



Suite Integrada para servidor basada en Microsoft Windows NT Server 4.0, que le ahorra tiempo, dinero y esfuerzo a medida que usted implementa las soluciones para su negocio. Back Office Server combina los servicios de redes, Web, administración y conectividad al "host", brindándole así una base completa para crear poderosas soluciones de negocios a la medida de las medianas empresas. Esta versión incorpora la integración y valor, al actualizar a los componentes claves como SQL Server 7.0 y System Management Server 2.0.

### **Programa Piloto**

Este contrato le permitirá obtener las herramientas necesarias para maximizar el uso de sus sistemas de computadoras. A la vez que le permitirá enfocar su institución en las tareas correspondientes a sus labores y no en cómo poder realizarlas.

Para agilizar el proceso de implantación de esta tecnología, Microsoft proveerá sin costo para su Institución un programa piloto que incluye la instalación de los programas mencionados anteriormente. Esto le permitirá conocer y familiarizarse con nuestra tecnología. Se le asignará recursos de Microsoft ó uno de nuestros socios de negocios para que realice el programa piloto. El programa piloto normalmente tiene una duración de 40 horas. De querer un piloto para su agencia, favor de contactar a Microsoft Gobierno al: 268-8528 Ext.. 5

Si luego de terminar el programa piloto su empresa desea contratar a Microsoft ó al socio de negocio para terminar el proceso de implementación dentro de su Institución, entonces puede solicitar de nosotros o ellos una propuesta formal para tal propósito.

## **Control de Productos Instalados**

Para mantener un registro de los productos instalados, es necesario llenar un reporte que nos permitirá contabilizar efectivamente los productos consumidos. El contrato inicialmente esta cubriendo 50,000 computadoras.

En adición, existen otros productos que no están incluidos dentro de acuerdo básico, sin embargo, Microsoft provee los mismos con descuentos considerables.

Con tal propósito tenemos un listado de precios para gobierno. Si desea copia de este listado comuníquese con Microsoft Gobierno al 268-8528 Ext. 5

Si su institución interesa otros productos Microsoft, tales como Project, Visio, Visual Studio o algunos de sus componentes, puede instalarlos y reportarlos. Semestralmente Microsoft le facturará a su Institución los productos instalados que no sean del grupo básico. Es importante recordar que para todos los productos instalados, ya sea del grupo básico o secundario, deben llenar el reporte correspondiente para control.

### **Para más información:**

[www.microsoft.com/puertorico/gobierno](http://www.microsoft.com/puertorico/gobierno)

### **Microsoft Gobierno:**

268-8528 Ext. 5.

---

Ultima Actualización: **Lunes 26 de febrero, 2001.**

©2001 Microsoft Corporation. Todos los derechos reservados. [Aviso Legal](#)



*For Microsoft Internal Use Purposes*

Master Agreement Number  
 Initial Enrollment Number  
 Master Agreement Expiration Date

2640003
6504438
12/31/01

**MICROSOFT® SELECT MASTER AGREEMENT**

This Microsoft Select Master Agreement (this "Master Agreement") is between The Office of Management and Budget of the Government of Puerto Rico (the "Lead Customer") and Microsoft Corporation (the "Lead MS Company").

1. **OVERVIEW.** Microsoft Select is a volume licensing program that allows the Lead Customer and its Lead Customer Affiliates who become Enrolling Customers to copy, and obtain Licenses to use, Microsoft software products at volume prices. An Enrolling Customer is responsible for obtaining an authorized "master" copy of each Select Software Product it wishes to copy and use from its Large Account Reseller or through a Microsoft approved fulfillment source. It is then permitted to make multiple copies of each such product pursuant to the terms contained in this Master Agreement, subject to an obligation to order a License through its Large Account Reseller for each copy. For each License ordered, the Enrolling Customer will pay its Large Account Reseller a fee negotiated between the two of them. An Enrolling Customer is permitted to acquire Licenses for its own internal use and for the use and benefit of the Lead Customer or Lead Customer Affiliates, but may not acquire Licenses under this Master Agreement for the use or benefit of any other person or entity.

2. **DEFINITIONS.** Unless otherwise defined, all capitalized terms used in this Master Agreement shall have the meanings provided below:

"Effective Date" means the date that the Master Agreement is signed by the Lead MS Company or the Enrollment Agreement is accepted by the Enrolling MS Company, as applicable.

"Enrolling MS Company" means the Microsoft entity which has accepted a particular Enrollment Agreement, and the Lead MS Company, which, by virtue of its having signed this Master Agreement, has accepted the Lead Customer's initial enrollment.

"Enrollment Agreement" means a Microsoft Select Enrollment Agreement or a Microsoft Select Outsourcer Enrollment Agreement in the form provided by Microsoft or the Enrolling MS Company.

"Enrolling Customer" means: (i) the Lead Customer; (ii) any Lead Customer Affiliate and/or any identifiable division, business unit or office location of the Lead Customer or Lead Customer Affiliate identified as the Enrolling Customer on an Enrollment Agreement accepted by an Enrolling MS Company; and (iii) any Select Outsourcer.

"Enrollment Number" means the number assigned by the Lead MS Company to a particular Enrollment Agreement, and including the Initial Enrollment Number assigned to this Master Agreement.

"Large Account Reseller" means any distributor or reseller which Microsoft or one of its affiliates permits to distribute Licenses to Enrolling Customers.

"Lead Customer Affiliate" means a company or legal entity which owns and controls, is owned and controlled by, or is under common ownership and control with, the Lead Customer.

"License" means a right to use or access a copy of a Select Software Product as specified in a License Confirmation.

"License Confirmation" means a document ordered by an Enrolling Customer and produced by the Enrolling MS Company or its authorized agent, confirming the number and type of Licenses acquired by an Enrolling Customer during a specified period.

"Licensee" means, with respect to a copy of any Select Software Product: (i) the Enrolling Customer who made the copy and ordered the License therefor; or (ii) any permitted sublicensee, transferee or assignee of such License.

"Master Agreement Number" means the number assigned by the Lead MS Company to this Master Agreement.

"Microsoft" means Microsoft Corporation, a Washington corporation, with principal offices located in Redmond, Washington, U.S.A.

"Product List" means the statement published by Microsoft from time to time which identifies the available Select Software Products, the Product Pool to which each belongs, the Unit values assigned to each License, and any product-specific conditions or limitations on the acquisition of such Licenses.

"Product Pool" means one of the three (3) categories (Application, System and Server) into which Select Software Products are divided on the Product List.

"Product Use Rights" means the statement attached hereto as Addendum A, or any subsequent version thereof released and provided to the Lead Customer by or on behalf of Microsoft, which identifies special terms and conditions pursuant to which use of each particular Select Software Product is subject.

"Select Outsourcer" means an outside vendor (i) engaged by the Lead Customer to lease-finance, or to manage on behalf of all or some portion of the Lead Customer and the Lead Customer Affiliates, information and data systems assets that include Select Software Products, and (ii) which signs and submits an Outsourcer Enrollment Agreement that is accepted by an Enrolling MS Company.

"Select Software Product(s)" means the Microsoft software, as designated from time to time by Microsoft, which may be reproduced pursuant to this Master Agreement.

"Software" means the Select Software Products belonging to a Product Pool for which the Lead Customer has made a forecast in this Master Agreement.

"Unit" means the value for each License assigned by Microsoft and reflected in the Product List, which is used to calculate the volume pricing level applicable to this Master Agreement and each related Enrollment Agreement.

"Upgrade Advantage" means the product offering, within the Select program, which allows an Enrolling Customer, in exchange for a fee, to use in place of a licensed copy of a Select Software Product any more current version of the same Select Software Product that is or becomes commercially available prior to the expiration or termination of its Enrollment Agreement in the area in which the Enrolling Customer is located.

"Upgrade Advantage Plus" means the product offering, within the Select program, which allows an Enrolling Customer, in exchange for a fee, both the upgrade right described in the preceding definition and the right to share enrolled Licenses among two or more users, as provided in the Product Use Rights.

### 3. KEY CONCEPTS.

a. Enrolling Customers. The Lead Customer is an Enrolling Customer by virtue of entering into this Master Agreement; it is not necessary for the Lead Customer to submit a separate Enrollment Agreement. Any Lead Customer Affiliate or Select Outsourcer choosing to submit an Enrollment Agreement during the term of this Master Agreement will become an additional Enrolling Customer upon an Enrolling MS Company's acceptance of its Enrollment Agreement. The Lead MS Company shall assign a Master Agreement Number and an Initial Enrollment Number to the Lead Customer upon execution of this Master Agreement. Upon acceptance of an Enrollment Agreement, the Enrolling MS Company shall assign a discrete Enrollment Number and provide written



confirmation of its acceptance to the additional Enrolling Customer. An Enrolling MS Company may accept or reject any Enrollment Agreement for bona fide commercial reasons. The Lead Customer, the Lead MS Company, and their respective affiliates, agree to use best efforts to resolve any problems arising under any Enrollment Agreement.

b. **Large Account Resellers.** A Large Account Reseller shall be designated for each Master Agreement or Enrollment Agreement by the Lead Customer or the additional Enrolling Customer, as the case may be. The Enrolling MS Company shall make available to each Enrolling Customer the names of the authorized Large Account Resellers in its area. If an Enrolling Customer terminates its relationship with its designated Large Account Reseller, or if the Enrolling MS Company discontinues that reseller's status as a "Large Account Reseller," the Enrolling Customer shall designate a replacement from the list of authorized Large Account Resellers in its area. The Enrolling Customer and the Enrolling MS Company shall each endeavor to give the other as much prior notice as possible of any such event. The Enrolling MS Company and the Enrolling Customer shall work together to resolve any issues resulting from the termination of a Large Account Reseller. The Large Account Resellers: (i) are independent contractors who act in their own name and for their own account; (ii) have complete discretion regarding pricing, distribution, invoicing and collections; and (iii) have no authority to bind or impose any obligation or liability whatsoever upon the Lead MS Company or an Enrolling MS Company. Neither Microsoft nor any of its affiliates guarantees the quality or the regularity of the services of any Large Account Reseller.

c. **Select Software Products.** The Select Software Products for which Licenses may be ordered hereunder at any given time, the Unit values assigned to such Licenses, and any conditions or limitations on the ordering of such Licenses, shall be determined by the Product List in effect at the time the Enrolling Customer orders each License Confirmation. A Microsoft account representative or the Enrolling Customer's Large Account Reseller will be able to direct an Enrolling Customer to the current Product List and will provide a copy to the Enrolling Customer upon request. Microsoft may change the Product List at any time, and from time to time, to add or remove products, increase or decrease the Unit value assigned to any specific Select Software Product, or add or remove conditions or limitations on the ordering of Licenses for any such Select Software Product.

d. **Forecasts and Pricing.**

(i) **Price Levels.** Microsoft has established four (4) different price levels for the acquisition of Licenses for certain Select Software Products. The four price levels, in order of increasing discount, are Levels A, B, C and D, respectively. The price level initially applicable to the acquisition of Licenses from each respective Product Pool is determined by the forecasts made by the Lead Customer in Section 13 below. The four price levels and the minimum forecast necessary to qualify for each in a Product Pool are described in the table below. The Enrolling Customers' price level for each Product Pool may be adjusted to reflect the pace at which the Enrolling Customers are actually acquiring Licenses, as described in Section 3(d)(ii) below.

Price Level	Minimum Number of Units in Specified Pool
A	2000
B	8000
C	20000
D	50000

(ii) **Consequences of Failure to Meet Forecasts.** If, by the end the second (2nd) full calendar *quarter* of the term of the Master Agreement, the Enrolling Customers, in the aggregate, have failed to acquire at least twenty-five percent (25%) of the Units forecast in Section 13 below by the Lead Customer to be acquired with respect to any Product Pool, or if, by the end the fourth (4<sup>th</sup>) full calendar *quarter* of such term, the Enrolling Customers, in the aggregate, have failed to acquire at least fifty percent (50%) of the Units forecast in Section 13 below, the price level at which Enrolling Customers may acquire Licenses



from such Product Pool for the remainder of the term hereof will be lowered to the price level for which the Enrolling Customers are on pace, based on their acquisition of Licenses relating to such Product Pool prior to such date. If the Enrolling Customers are not on pace to acquire sufficient numbers of Licenses in a particular Product Pool to qualify even for Level A pricing in that Product Pool, the Enrolling Customers shall cease to be permitted to obtain Licenses from that Product Pool under this Master Agreement for the remainder of the term. This price level adjustment procedure shall not apply to the extent that the Unit value of any Select Software Product has been reduced during the term of this Master Agreement and the failure of the Enrolling Customers to keep pace with the forecast consumption is attributable solely to such decrease in Unit value.

(iii) **Estimated Retail Prices.** Microsoft shall establish an estimated retail price for Licenses of each Select Software Product at each of the price levels available. The estimated retail prices are intended only as reference points for Enrolling Customers to use in negotiating actual prices with their Large Account Resellers. The estimated retail prices are subject to change from time to time. Changes may be in the form of promotional estimated retail pricing which is made available for a specified period of time and, at the end of the period, returns to the established estimated retail price. In no event, however, will any change be effective on less than thirty (30) days prior written notice to Large Account Resellers. The estimated retail price applicable to a License shall be the estimated retail price in the currency quoted by Microsoft for the country in which the Enrolling Customer is located. The estimated retail prices will not include applicable taxes, if any, such as sales or value added taxes, duties, tariffs and other similar taxes.

#### 4. LICENSE GRANTS.

a. License to Make Copies; Temporary and Permanent Use Rights. Subject to its obligation to order License Confirmations as set forth in Section 5, below, at any time during the term hereof each Enrolling Customer may make copies of Software. Any such copy may be made only from a Select CD-ROM or disk set obtained from Microsoft or one of its affiliates, or from a fulfillment CD-ROM or disk set obtained from the Enrolling Customer's Large Account Reseller or from a Microsoft approved fulfillment source. An Enrolling Customer may have copies made and pre-installed on computer hardware on its behalf by a third party, as long as the Enrolling Customer bears full responsibility for all acts and omissions of the third party arising from or relating to the making or pre-installation of copies of Microsoft products. All copies of Software made pursuant to this Section shall be true and complete copies, and shall include all copyright and trademark notices. Until the Licensee receives the License Confirmation covering a particular copy, its right to use the copy will be temporary. This temporary right to use the copy shall expire upon the earlier of (i) receipt of a License Confirmation covering such copy, or (ii) the forty-fifth day following the calendar quarter in which the copy was made, unless the Enrolling Customer's failure to obtain a License Confirmation covering such copy prior to such time is due to circumstances which could not be remedied through reasonable efforts of the Enrolling Customer, including notification to the Lead MS Company or the Enrolling MS Company and cooperation therewith in resolving the problem. Upon receipt of a License Confirmation covering a particular copy of Software, the Licensee's right to use such copy shall become perpetual and irrevocable, except to the extent otherwise specifically provided in the Product Use Rights.

b. Use Terms. Each copy made pursuant to the right granted in Section 4(a) above may be used only subject to and strictly in accordance with the terms, conditions, limitations and restrictions contained in this Master Agreement and the applicable provisions of the most recently released version of the Product Use Rights, as that document may be amended by Microsoft from time to time in accordance with the following provisions. Microsoft may need to change the Product Use Rights during the term of this Master Agreement to accommodate the addition or deletion of Select Software Products or the introduction of new versions of existing Select Software Products. Microsoft may do so at any time, and from time to time, as long as: (i) each Enrolling Customer is provided written notice of the new terms not less than thirty (30) days prior to the effective date of such changes; (ii) such notice summarizes all material changes in the Product Use Rights and includes a copy of the revised version thereof which clearly identifies all textual changes from the prior version; and (iii) no such change will ever retroactively alter the terms under which a Licensee may use a copy of a Select Software Product previously licensed. If the requirements



of the preceding sentence have been complied with, the revised Product Use Rights shall take the place of the existing version as of the effective date identified in the notice, and each copy of a Select Software Product made on or after that date shall be subject to the terms thereof, as amended.

c. **Downgrade Right.** In place of the Software identified on a License Confirmation, an Enrolling Customer or Lead Customer Affiliate (but no assignee or transferee which is not an Enrolling Customer or Lead Customer Affiliate) may use a copy of any prior version of such Software. To determine which products are prior versions of the Software identified on a License Confirmation, please refer to the Product List. If the Software that an Enrolling Customer or Lead Customer Affiliate wishes to downgrade is a product made up of components which can be licensed separately, the Enrolling Customer or Lead Customer Affiliate may not downgrade some of the components without downgrading all components. For example, Microsoft® Office 7.0 is a single product comprised of Microsoft® Word 7.0, Microsoft® Excel 7.0, Microsoft® PowerPoint® 95 and Microsoft® Schedule+. When Microsoft® Office is licensed, the component parts may not be downgraded separately. After six (6) months from the date a new version of a Select Software Product is released, neither Microsoft nor any of its affiliates shall be obligated to provide any product support services for any prior version. Even prior to the expiration of that six (6) month period, product support services are limited as described in Section 14(a).

d. **Cross Language Rights.** An Enrolling Customer or Lead Customer Affiliate (but no assignee or transferee which is not an Enrolling Customer or a Lead Customer Affiliate) may substitute for a Select Software Product in one natural or spoken language, the same Select Software Product in a different natural or spoken language (e.g., may substitute Microsoft® Word 6.0 in English for Microsoft® Word 6.0 in French), provided that the estimated retail price of the Select Software Product in the different language is not greater than its estimated retail price in the language identified on the License Confirmation. To determine the estimated retail price of a Select Software Product in a particular natural or spoken language, contact a Large Account Reseller or a Microsoft account representative.

e. **Right to Make Copies for Distribution.** An Enrolling Customer may make as many copies as are reasonably necessary to distribute the Software to its users or the users of its Lead Customer Affiliates. Copies may be in the form of master copy disk sets (e.g., floppy diskettes, CD-ROM, tape or other media) or installed on a network server consistent with Section 4(f) below. Disk sets produced by an Enrolling Customer must be produced by Enrolling Customer's employees on Enrolling Customer's premises. Alternatively, an Enrolling Customer may have such master copy disk or disk sets made on its behalf by a third party, as long as the Enrolling Customer bears full responsibility for all acts and omissions of the third party arising from or relating to the making of copies of Microsoft products. In either case, all disk sets must identify all applicable copyright notices of Microsoft Corporation. Such copies may be made only from a Select CD-ROM obtained from Microsoft or one of its affiliates, or a fulfillment CD-ROM or disk set obtained from the Enrolling Customer's Large Account Reseller or from a Microsoft approved fulfillment source.

f. **Storage/Network Use.** Licensee may also store or install copies of the Software on a storage device, such as a network server, used only to install or run the Software on Licensee's other computers over an internal network; however, Licensee must acquire and dedicate a license for each separate computer on which the Software is installed or run from the storage device. A license for any Software may not be shared or used concurrently on different computers.

g. **Right to Make Copies for Training.** Each Enrolling Customer may use up to twenty (20) copies of any Software in a dedicated training facility solely for the purposes of training its users to utilize the Software.

h. **Right to Make Copies for Evaluation.** Each Enrolling Customer may use up to ten (10) copies of any Select Software Product (irrespective of whether a forecast has been made in the Master Agreement for the product pool to which such Select Software Product belongs) solely for the purposes of evaluation and testing. This right to use a particular Select Software Product for evaluation shall terminate sixty (60) days after the evaluation begins. Upon such termination, unless Licenses are ordered for such Select Software Product as set forth in Section 5, the



Enrolling Customer is obligated to delete and remove from the temporary memory (RAM) and permanent memory (e.g. hard disk, CD-ROM or other storage device) of all computers under its direct or indirect control all copies installed pursuant to this Section.

5. **OBLIGATION TO ORDER AND OBTAIN LICENSE CONFIRMATIONS.** Except for copies of Software made solely for the purposes of distribution, training and evaluation, as permitted in Sections 4 (e), (f), (g) and (h), each Enrolling Customer shall submit to its designated Large Account Reseller, or Microsoft in the case of Enrolling Customers located in Puerto Rico, an order for a License for each copy of Software it has made (or which has been made on its behalf) during the calendar quarter. Each order shall specify the version number and language of each copy made (or access right created), and country of usage. If the copy is of something other than the latest version of a product, the order shall specify the version number of the latest version. All orders must be delivered to the Large Account Reseller, or Microsoft in the case of Enrolling Customers located in Puerto Rico, by the last day of the calendar quarter in which the copy was made. An Enrolling Customer's failure to submit an order within the required time frame shall be grounds for termination of its Enrollment Agreement and, at the Lead Microsoft Company's option, this Master Agreement, and temporary use rights shall expire for any copies made by or on behalf of the Enrolling Customer pursuant to this Master Agreement for which the Enrolling Customer has received no License Confirmation.

6. **RESTRICTIONS.** All copies of Select Software Products made or used pursuant to Section 4 are subject to the following restrictions:

a. **Copyright.** All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Software), the accompanying guides, manuals and other printed materials, and any copies of the Software, are owned by Microsoft or its suppliers. The Software is protected by applicable copyright laws and international treaty provisions. Therefore, Licensee must treat the Software like any other copyrighted material except that an Enrolling Customer may make copies of the Software as described in Sections 4 (a, e, f, g and h). Licensee may not copy any Microsoft guides, manuals or other printed materials describing or explaining the Software. An Enrolling Customer may acquire copies of any such guides, manuals and other printed materials from its Large Account Reseller in quantities that do not exceed, with respect to a Select Software Product, the number of Licenses of such product the Enrolling Customer has acquired. All that is granted to Licensee is a right to use the Software as set forth in Section 4 and the Product Use Rights.

b. **Rental Restrictions.** Except as may be permitted in an Outsourcer Enrollment Agreement, Licensee may not rent, lease or lend any copy of the Software.

c. **Reverse Engineering.** Licensee may not reverse engineer, decompile, or disassemble any of the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

d. **Separation of Components.** Each Select Software Product is licensed as a single product. Some Select Software Products combine separately available components into a single product. For example, Microsoft® Office 7.0 is a single product comprised of Microsoft® Word 7.0, Microsoft® Excel 7.0, Microsoft® PowerPoint® 95 and Microsoft® Schedule+, and Microsoft Back Office is a single product comprised of Microsoft® Windows NT® Server 3.51, Microsoft® Exchange Server Standard Edition, Microsoft® Exchange Connector, Microsoft® SNA Server, Microsoft® SQL Server™, Microsoft® Systems Management Server, and Microsoft® Internet Information Connector. When licensed as a combination product, the component parts may not be separated for use on more than one computer.

e. **Upgrades.** If the Software is an upgrade from another product, Licensee must be properly licensed to use a product identified by Microsoft as being a basis for such upgrade. A Software upgrade replaces and or supplements the product that formed the basis for Licensee's eligibility for the upgrade. Licensee may use the



b. No Other Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LEAD MS COMPANY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SELECT SOFTWARE PRODUCTS AND THE RELATED PRODUCT MANUAL(S) AND WRITTEN MATERIALS, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE OTHERS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

c. Remedy for Breach of Warranty. The exclusive remedy of Lead Customer, Enrolling Customers and Lead Customer Affiliates for breach of the warranty described in Section 7(a) above shall be, at the Lead MS Company's option, either (i) return of the price paid or (ii) repair or replacement of the Software that does not meet the Limited Warranty above.

## 8. DEFENSE OF INFRINGEMENT CLAIM

a. Duty to Defend. The Lead MS Company agrees to defend any Enrolling Customer against and, subject to Section 8(e), pay the amount of any adverse final judgment (or settlement to which the Lead MS Company consents) resulting from third party claim(s) (hereinafter "Indemnified Claims") that any Select Software Product infringes any copyright enforceable in any Included Jurisdiction (defined in Section 8(d), below); provided the Lead MS Company is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and the Enrolling Customer provides reasonable assistance in the defense of the same. For any intellectual property claim for which a defense is not provided in this Section 8, the Lead MS Company, in its sole discretion, may elect to treat such intellectual property claim as an "Indemnified Claim" as defined herein.

b. Opportunity to Cure. In the event the Lead MS Company receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to a Select Software Product, it may, at its expense and without obligation to do so, either (i) procure for the Enrolling Customer and all Lead Customer Affiliates to which it has sublicensed the allegedly infringing Select Software Product the right to continue to use the allegedly infringing Select Software Product, or (ii) replace or modify the Select Software Product to make it non-infringing, in which case, the Enrolling Customer and all Lead Customer Affiliates to which it has sublicensed the allegedly infringing Select Software Product shall thereupon cease distribution and use of the allegedly infringing Select Software Product.

c. Exceptions to Duty. The Lead MS Company shall have no liability for any intellectual property infringement claim based on an Enrolling Customer's or a Lead Customer Affiliate's (i) copying, distribution or use of any Select Software Product after the Lead MS Company's notice that the Enrolling Customer and all Lead Customer Affiliates to which the Enrolling Customer has sublicensed Select Software Products should cease copying, distribution and use of the allegedly infringing Select Software Product due to such a claim; or (ii) combination of a Select Software Product with a non-Microsoft product, program or data; or (iii) adaptation or modification of any Select Software Product. For all claims described in this Section 8(c), subject to Section 8(e), the Lead Customer agrees to indemnify and defend the Lead MS Company, its affiliates and suppliers from and against all damages, costs and expenses, including reasonable attorneys' fees.

d. Geographic Scope. The Lead MS Company shall have no obligation to any Enrolling Customer for any Indemnified Claims which arise outside the geographical boundaries of the United States, Canada, Japan, or the European Union ("Included Jurisdictions").

e. Proportionate Responsibility. For any intellectual property claim attributable in part to a Select Software Product and in part to one or more other products, programs or data with which the Select Software Product is



## 11. TERM; TERMINATION.

a. Term. Provided this Master Agreement has been properly executed by the Lead Customer, it shall be effective as of the date the Lead MS Company executes it (the "Effective Date") and shall terminate on the last day of the eighth (8th) full calendar quarter following the Effective Date, unless otherwise terminated as provided below.

b. Termination of the Master Agreement or an Enrollment Agreement. Either party may terminate the Master Agreement for cause upon thirty (30) days prior written notice advising the defaulting party of the nature of the default, provided that such default is not thereafter cured within such thirty (30) day period. A breach by the Lead Customer or a Lead Customer Affiliate of Sections 5, 6 or 12(d) of this Master Agreement or a breach in a material respect of any provision of the Product Use Rights shall, immediately upon written notice and without an opportunity to cure, constitute grounds for termination of its Enrollment Agreement or, if it is not an Enrolling Customer, the Enrollment Agreement of the Enrolling Customer from which it sublicenses Select Software Products, and at the Lead MS Company's option, this Master Agreement.

c. Obligations on Termination or Expiration. Termination or expiration of this Master Agreement shall automatically terminate the rights of all Enrolling Customers enrolled under it, including their rights to make and use additional copies of Select Software Products pursuant to the terms of this Master Agreement. Termination of a single Enrollment Agreement shall terminate that Enrolling Customer's rights to make and use additional copies of Select Software Products. Upon expiration or termination, each Enrolling Customer shall immediately submit an order for Licenses equal to the number of copies of the Select Software Products it has made for which it has not previously ordered Licenses. Upon termination, all deferred Upgrade Advantage and Upgrade Advantage Plus fees, if any, shall become immediately due and payable. Termination of a single Enrollment Agreement shall not, however, affect the rights of Enrolling Customers under other Enrollment Agreements unless the Lead MS Company terminates this Master Agreement as well. Termination of this Master Agreement or a given Enrollment Agreement shall not affect any Enrolling Customer's rights to use any copy of the Select Software Products for which the Enrolling Customer has ordered and received a License Confirmation.

## 12. MISCELLANEOUS.

a. Entire Agreement. This Master Agreement (including the addenda hereto), together with the Product List and the Product Use Rights in effect from time to time, and any Enrollment Agreements accepted hereunder, each of which is incorporated in this Master Agreement by this reference, constitute the entire agreement between the Lead MS Company, the Enrolling MS Companies, the Lead Customer and the Enrolling Customers concerning the subject matter hereof, and merge all prior and contemporaneous communications with respect to such subject matter. The terms and conditions of these documents shall control over any provisions in any purchase order. To the extent there is any inconsistency between the terms contained in this Master Agreement and the terms contained in any Enrollment Agreement, the terms hereof shall control, except to the extent (and only to the extent) that the conflicting term in the Enrollment Agreement is required under local law in order to make enforceable any attempted limitation of liability, warranty, indemnity or remedy. To the extent there is any inconsistency between the terms contained in this Master Agreement or an Enrollment Agreement and the terms contained in the Product List or the Product Use Rights, the terms of the Master Agreement or Enrollment Agreement shall control. Any representations, promises or conditions in connection with the Master Agreement or Enrollment Agreement not in writing signed by all affected parties shall not be binding. The provisions of this Master Agreement, other than the Product Use Rights, and any Enrollment Agreement may be changed only by a written instrument signed by both parties. The Product Use Rights may be amended by Microsoft as provided in Section 4(b) above.

b. Notices. All notices, authorizations, and requests in connection with this Master Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier (e.g., DHL, Federal Express or Airborne), charges prepaid, confirmation requested, and addressed as provided beneath the parties' respective signatures below. If no address is provided for

(v) **Special Limitations And Requirements With Respect To Certain Products.** A Licensee may not sublicense, transfer or assign any License of Microsoft® Windows® 95, Microsoft® Windows NT® Workstation, or any successor versions of those products, unless such sublicense, transfer or assignment is in accordance with the provisions of Sections 12(d)(i) through (iv) above, and, in addition, is part of a sale or transfer of the single computer system on which the licensed Software was first installed. A licensee may not transfer its right to upgrade any Select Software Product under Upgrade Advantage or Upgrade Advantage Plus.

e. **Applicable Law.** This Master Agreement and any Enrollment Agreement related hereto shall be subject to the laws of the State of Washington, U.S.A. and the federal laws of the United States.

f. **Survival.** Provisions of Sections 4(b) ("LICENSE GRANTS-USE TERMS"), 6 ("RESTRICTIONS"), 7 ("WARRANTY"), 8 ("DEFENSE OF INFRINGEMENT CLAIMS"), 9 ("LIABILITY"), 10(b) ("FACILITATING COMPLIANCE AUDIT RIGHTS"), 11(c) ("TERM, TERMINATION-OBLIGATIONS ON TERMINATION OR EXPIRATION") and 12 ("MISCELLANEOUS") of this Master Agreement shall survive its termination or expiration.

13. **FORECAST.** The Lead Customer forecasts that during the term of this Master Agreement, all Enrolling Customers, considered in the aggregate, will acquire from each product pool not less than the number of Units circled below.

Minimum Unit Volume for Price Level	Application Pool (Circle One If applicable)	System Pool (Circle One If applicable)	Server Pool (Circle One If applicable)
A 2000	A	A	A
B 8000	B	B	B
C 20000	C	C	C
D 50000	D	D	D

#### 14. MICROSOFT SERVICES.

a. **Free Services.** Enrolling Customers shall not be entitled to free telephone support with respect to Licenses acquired under this Master Agreement. Subject to that exception, each Enrolling Customer shall be entitled to receive the same free product support services, if any, as are generally available from Microsoft to retail customers in the area in which the Enrolling Customer is located. Any supplemental Software code provided to Licensee as part of the support services shall be considered part of the Select Software Product to which it pertains and subject to the terms and conditions of this Master Agreement and the Product Use Rights.

b. **Additional Paid Services.** If the boxes below this text contain the initials of the representatives of the Lead MS Company and the Lead Customer who executed this Master Agreement, then the parties have, contemporaneously with the negotiation and execution hereof, negotiated and executed a Microsoft Select Master Services Addendum pursuant to which the Lead Customer and its Lead Customer Affiliates may obtain agreed upon Microsoft Consulting Services and Microsoft Product Support Services.

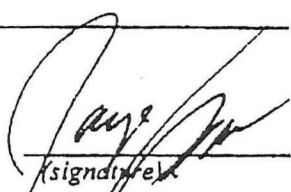
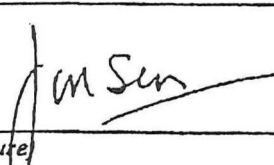
Lead MS Company:

Lead Customer:

#### 15. ADDITIONAL TERMS FOR ENROLLING CUSTOMERS LOCATED IN PUERTO RICO.



This Master Agreement is not legally binding until executed by each party.

Name of Lead Customer (Entity Name):		Name of Lead MS Company: Microsoft Corporation	
By: 	(signature)	By: 	(signature)
Name: <u>JOKELE C. APONTE</u>	(printed)	Name: <u>Jon Sen</u>	(printed)
Title: <u>DI RECTOR</u>	(printed)	Title: <u>Director of Sales/Support Agreements</u>	(printed)
Date: <u>12/19/97</u>		Date: <u>December 22, 1997</u>	

The Master Agreement and attached documents should be sent to be the following address for approval and processing:	Microsoft Corporation Dept. 551, Retail Licensing One Microsoft Way Redmond, WA 98052-6399 U.S.A
---	---

As provided in Section 12 (b) above, notices required or permitted under this Master Agreement should be addressed to the contact and locations outlined below. If the information below changes during the term of the Master Agreement, each party will notify the other party in writing:

Customer Information	Microsoft Information
Lead Customer Name <u>Antonio J. Russe - Office of Management</u>	Microsoft Corporation
Street Address and/or post office box <u>CRUE ST. #254</u>	Dept. 551, Retail Licensing
City and State / Province <u>San Juan PR 00902-3228</u>	One Microsoft Way
Country and Postal Code <u>USA</u>	Redmond, WA 98052-6399 U.S.A.
Contact Name <u>Antonio J. Russe</u>	Phone: (206) 882-8080
Phone Number <u>725-9420 ext. 2625</u>	Fax: (206) 936-7329
Fax Number <u>724-1374</u>	Attention: Select Administrator
Internet Address <u>arusse@osp.pristar.net</u>	
	All NOTICES should have Copy To: Microsoft Corporation Law and Corporate Affairs One Microsoft Way Redmond, Washington USA 98052 Attention: Select Attorney



Master Agreement Number

26-40003

AMENDMENT NO. 1 TO  
MICROSOFT® SELECT MASTER AGREEMENT

This Amendment No. 1 to Microsoft® Select Master Agreement (this "Amendment") amends that certain Microsoft® Select Master Agreement effective as of 12-19-97 (the "Master Agreement"), between The Office of Management and Budget of the Government of Puerto Rico (the "Lead Customer") and Microsoft Corporation (the "Lead MS Company"). All capitalized terms used but not defined in this Amendment shall have the respective meanings assigned to such terms in the Master Agreement, as amended. This Amendment is entered into in the context of the following facts:

WHEREAS, the Lead Customer estimates that it and its affiliates will, during the term of the Master Agreement, have or will acquire an indeterminate number of desktop and server systems estimated at approximately fifty thousand (50,000) desktop systems and one thousand (1,000) server systems;

WHEREAS, the Lead Customer intends that each such desktop have a license for certain Select Software Products, defined below as the Standard Desktop Configuration and for each server; and

WHEREAS, the Lead Customer intends to enroll all such Licenses for components of such Desktop Configurations and servers in Upgrade Advantage;

NOW THEREFORE, in consideration of the context of the facts described above, which are incorporated herein, and the terms and conditions set forth below, the parties agree as follows:

**I. Amendment.****1. Section 2 of the Master Agreement is amended as follows:**

- a. The definition for "Lead Customer Affiliate" shall be amended and restated in its entirety to read as follows:

*"Lead Customer Affiliate" means: any ministry, agency, or political subdivision of the Commonwealth of Puerto Rico, including any person or organization acting as a representative of any of them that is empowered to act in an official capacity, including (a) any bona fide educational institution accredited by federal or state/provincial governmental regulatory agencies in the Commonwealth of Puerto Rico; (b) the local, regional or national administrative offices of the educational institutions described in clause (a); and (c) a system of affiliated educational institutions, each of which is described in clause (a).*

- b. The following definition, and all references to such defined term in the Master Agreement, shall be null and void:

*"Large Account Reseller" means: any distributor or reseller which Microsoft or one of its affiliates permits to distribute Licenses to Enrolling Customers.*

- c. The following definition shall be added:

*"Standard Desktop Configuration" means: (i) Microsoft® Windows® 95; (ii) Microsoft® BackOffice™ Client Access License; and (iii) Microsoft® Office Professional. All components of the Standard Desktop Configuration shall be enrolled in Upgrade Advantage, so the components may be any version that is or becomes commercially available during the term of this Master Agreement (or, in its place, any prior version of any such component).*

DEC 23 1997

d. Annual True Ups. On or before the first anniversary of the Effective Date, and on or before each following anniversary of that date during the term of this Master Agreement, the Lead Customer shall determine the number of additional Standard Desktop Configurations and copies of Microsoft BackOffice required to license the copies thereof made by or for the Lead Customer Affiliates on a best estimate basis (which shall include but not be limited to any official report produced by or on behalf of the Lead Customer), and shall submit to Microsoft a purchase order for the same (the "Annual True Ups"). In any event the number of copies of Standard Desktop Configurations and Microsoft BackOffice made by the Lead Customer shall not exceed the total number of copies the Lead Customer is licensed to make or use pursuant this Master Agreement or otherwise. In all instances, the responsibility for assessing a more precise number of in-use copies and the need for additional associated licenses rests with Microsoft and may be addressed annually, at its discretion, using the method described under Section 10 (Facilitating Compliance) of the Master Agreement, as amended hereby.

e. Obligation In General. Except for copies of Software made solely for the purposes of distribution, training and evaluation, as permitted in Sections 4(e), (f), (g) and (h), and except for Software licensed pursuant to the Initial Orders and Annual True Ups, each Enrolling Customer shall submit to Microsoft an order for a License for each copy of Software it has made (or which has been made on its behalf) during the calendar quarter. Each order shall specify the version number and language of each copy made (or access right created), and country of usage. If the copy is of something other than the latest version of a product, the order shall specify the version number of the latest version. All orders must be delivered to Microsoft by the last day of the calendar quarter in which the copy was made.

f. Specific Obligations. With regard to the Initial Orders and Annual True Ups as set forth above, the Lead Customer shall remit to Microsoft the fees for such Software and maintenance pursuant to the payment schedule set forth in Section 5(c) above with respect to the Initial Orders and upon receipt of Microsoft's invoice with respect to the Annual True Ups. The Lead Customer's failure to remit such fees within a reasonable period of becoming due shall be grounds for termination of this Master Agreement.

9. Section 6(d) of the Master Agreement is amended and restated to read in its entirety as follows:

d. Separation of Components. Each Select Software Product is licensed as a single product. Some Select Software Products combine separately available components into a single product. For example, Microsoft® Office 7.0 is a single product comprised of Microsoft® Word 7.0, Microsoft® Excel 7.0, Microsoft® PowerPoint® 95 and Microsoft® Schedule+, and Microsoft Back Office is a single product comprised of Microsoft® Windows NT® Server 3.51, Microsoft® Exchange Server Standard Edition, Microsoft® Exchange Connector, Microsoft® SNA Server, Microsoft® SQL Server™, Microsoft® Systems Management Server, and Microsoft® Internet Information Connector. When licensed as a combination product, the component parts may not be separated for use on more than one computer. For purposes of this section, the Standard Desktop Configurations and Microsoft BackOffice are to be considered combination products, of which the component parts may not be separated for use on more than one computer.

10. Section 10(b) of the Master Agreement is amended and restated to read in its entirety as follows:

b. Audit Rights. Microsoft reserves the right to audit each Enrolling Customer and Lead Customer Affiliate during the term of this Master Agreement and for a period of one (1) year thereafter, provided that such audit(s) shall be conducted during normal business hours and in such a manner as not to interfere unreasonably with the operations of the Enrolling Customer and Lead Customer Affiliates. Any such audit will be conducted by

- (i) accountants from a nationally recognized public accounting firm engaged by Microsoft. Microsoft shall propose three such firms to the Enrolling Customer, who will then select one to perform the audit, or
- (ii) by a technically competent consulting firm chosen and engaged by Microsoft acceptable to the Enrolling Customer.



In any event, the Lead Customer, Enrolling Customer or Lead Customer Affiliate being audited shall promptly order sufficient Licenses to permit all usage disclosed by any such audit. *Should a license audit be performed and the results indicate that the Enrolling Customer has substantially more licenses than it has used or needs at that time (i.e., the Enrolling Customer has overpaid its license obligations), a credit in favor of the Enrolling Customer will be calculated and issued by Microsoft according to a mutually acceptable, GAAP-based formula. This credit may be used by the Enrolling Customer against future Microsoft purchases, billings or other contractual obligations of whatever nature.* The Lead MS Company and its affiliates shall use the information obtained or observed in the audit solely for the purpose of determining whether the Enrolling Customer or Lead Customer Affiliate has sufficient licenses for the Microsoft software it is using, and has otherwise complied with the terms of this Master Agreement. Microsoft and its affiliates will hold all such information in confidence.

11. Section 11(a) of the Master Agreement is hereby amended and restated to read in its entirety as follows:

a. **Term.** Provided this Master Agreement has been properly executed by the Lead Customer, it shall be effective as of the date the Lead MS Company executes it (the "Effective Date") and shall terminate on the last day of the *sixteenth (16th) full calendar quarter* following the Effective Date, unless otherwise terminated as provided below. This Master Agreement may be renewed or extended by mutual agreement of the parties on mutually acceptable terms.

12. Section 11(c) of the Master Agreement is hereby amended and restated to read in its entirety as follows:

c. **Obligations on Termination or Expiration.** Termination or expiration of this Master Agreement shall automatically terminate the rights of all Enrolling Customers enrolled under it, including their rights to make and use additional copies of Select Software Products pursuant to the terms of this Master Agreement. Termination of a single Enrollment Agreement shall terminate that Enrolling Customer's rights to make and use additional copies of Select Software Products. Upon expiration or termination, each Enrolling Customer shall immediately submit an order for Licenses equal to the number of copies of the Select Software Products it has made for which it has not previously ordered Licenses. Upon termination, all deferred Upgrade Advantage and Upgrade Advantage Plus fees, if any, shall become immediately due and payable. Termination of a single Enrollment Agreement shall not, however, affect the rights of Enrolling Customers under other Enrollment Agreements unless the Lead MS Company terminates this Master Agreement as well. Termination of this Master Agreement or a given Enrollment Agreement shall not affect any Enrolling Customer's rights to use any copy of the Select Software Products for which the Enrolling Customer has ordered and received a License Confirmation. *In the event that the Lead Customer fails to pay Microsoft for any amounts invoiced in connection with the Initial Order or the Annual True Ups or otherwise breaches the terms and conditions of this Master Agreement, and, as a result, this Master Agreement is terminated as provided for in Sections 5(f) or 11(b) above, the Licenses granted thereunder shall immediately terminate, and the Lead Customer (and any Lead Customer Affiliates, if applicable) shall no longer have any right in or to the Software. In such case, the Lead Customer and/or Lead Customers Affiliates shall immediately remove and destroy all such copies of the Software.*

13. Section 12 of the Master Agreement is amended and restated to read in its entirety as follows:

## 12. MISCELLANEOUS.

a. **Entire Agreement.** This Master Agreement (including *all addenda and written references* hereto), together with the Product List and the Product Use Rights in effect from time to time, and any Enrollment Agreements accepted hereunder, each of which is incorporated in this Master Agreement by this reference, constitute the entire agreement *between* the Lead MS Company, the Enrolling MS Companies, the Lead Customer and the Enrolling Customers concerning the subject matter hereof, and merge all prior and contemporaneous communications with respect to such subject matter. The terms and conditions of these documents shall control over any provisions in any purchase order. To the extent there is any inconsistency between the terms contained in this Master Agreement and the terms contained in any Enrollment Agreement, the terms hereof shall control, except to the extent (and only to the extent) that the conflicting term in the



Enrollment Agreement is required under local law in order to make enforceable any attempted limitation of liability, warranty, indemnity or remedy. To the extent there is any inconsistency between the terms contained in this Master Agreement or an Enrollment Agreement and the terms contained in the Product List or the Product Use Rights, the terms of the Master Agreement or Enrollment Agreement shall control. Any representations, promises or conditions in connection with the Master Agreement or Enrollment Agreement not in writing signed by all affected parties shall not be binding. The provisions of this Master Agreement, other than the Product Use Rights, and any Enrollment Agreement may be changed only by a written instrument signed by both parties. The Product Use Rights may be amended by Microsoft as provided in Section 4(b) above.

b. Notices. All notices, authorizations, and requests in connection with this Master Agreement shall be deemed given on the day indicated by the return receipt or other form of confirmation of receipt subsequent to being (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier (e.g., DHL, Federal Express or Airborne), charges prepaid, confirmation requested, and addressed as provided beneath the parties' respective signatures below. If no address is provided for the Lead Customer, notice to the Lead Customer may be sent to the Lead Customer address provided in the Master Agreement Sign Up Form.

c. Assignment. The Lead Customer may not assign or transfer this Master Agreement or its rights or obligations hereunder, whether by contract or by operation of law, without the prior written approval of the Lead MS Company. An Enrolling Customer may not assign or transfer its Enrollment Agreement or its rights or obligations thereunder, whether by contract or by operation of law, without the prior written approval of the Enrolling MS Company. The Lead MS Company and the Enrolling MS Companies may transfer their respective rights and obligations hereunder and under any Enrollment Agreement to any third party without prior written approval of the Lead Customer or any Enrolling Customer; provided, however, that the Lead MS Company or the Enrolling MS Company shall remain liable, in accordance with this Master Agreement, for all Licenses it has provided or was obligated to have provided prior to the date of transfer. Any prohibited assignment is null and void.

d. Sublicense, Transfer or Assignment of Licenses.

(i) To Affiliates. Subject to the requirements identified in Section 12(d)(iv) below, an Enrolling Customer may sublicense, transfer or assign Licenses acquired under its Enrollment Agreement to the Lead Customer or to any Lead Customer Affiliate, but may not obtain Licenses hereunder for the use or benefit of any person or entity other than the Lead Customer or a Lead Customer Affiliate. The Enrolling Customer shall be responsible for all acts and omissions of the Lead Customer Affiliates (including for these purposes, the Lead Customer) to which it sublicenses, transfers or assigns Select Software Products.

(ii) Pursuant To A Merger, Consolidation Or Divestiture. Subject to the requirements identified in Section 12(d)(iv) below, the Enrolling Customer to which a License Confirmation has been issued, or any Lead Customer Affiliate to which such Enrolling Customer has sublicensed, transferred or assigned the Licenses identified therein pursuant to the preceding paragraph, may transfer such Licenses to any third party pursuant to a merger, consolidation or other corporate/organizational divestiture, addition or acquisition, without the written consent of the Enrolling MS Company.

(iii) With Consent. Except as provided in Sections 12(d)(i) and (ii) above, a Licensee may not sublicense, transfer or assign any Licenses without the prior written consent of the Lead MS Company or the Enrolling MS Company.

(iv) Limitations and Requirements. A Licensee may not sublicense, transfer or assign a License to any party unless it transfers all of the licensed Select Software Product (including all component parts, the media and printed materials, any upgrades, the License Confirmation evidencing the rights being transferred and, if applicable, the Certificate of Authenticity) and the recipient agrees to the

applicable terms of the Product Use Rights and of Sections 6 and 10 of this Master Agreement. If an Enrolling Customer sublicenses, transfers or assigns its rights in one or more Licenses identified on any License Confirmation to one or more of its Lead Customer Affiliates, then it shall provide a copy of such License Confirmation to each such Lead Customer Affiliate, identifying the number of Licenses which have been sublicensed, transferred or assigned. If the Software is an upgrade, any sublicense, transfer or assignment must include all prior versions of the Software and any license of a competitive product which qualified the Enrolling Customer to acquire the upgrade. An Enrolling Customer or a Lead Customer Affiliate may not sublicense, transfer or assign Licenses on a short-term basis.

(v) Special Limitations And Requirements With Respect To Certain Products. A Licensee may not sublicense, transfer or assign any License of Microsoft® Windows® 95, Microsoft® Windows NT® Workstation, or any successor versions of those products, unless such sublicense, transfer or assignment is in accordance with the provisions of Sections 12(d)(i) through (iv) above, and, in addition, is part of a sale or transfer of the single computer system on which the licensed Software was first installed. A licensee may not transfer its right to upgrade any Select Software Product under Upgrade Advantage or Upgrade Advantage Plus.

e. Applicable Law. This Master Agreement and any Enrollment Agreement related hereto shall be subject to the laws of the *Commonwealth of Puerto Rico*.

f. Survival. Provisions of Sections 4(b) ("LICENSE GRANTS-USE TERMS"), 6 ("RESTRICTIONS"), 7 ("WARRANTY"), 8 ("DEFENSE OF INFRINGEMENT CLAIMS"), 9 ("LIABILITY"), 10(b) ("FACILITATING COMPLIANCE AUDIT RIGHTS"), 11(c) ("TERM, TERMINATION-OBLIGATIONS ON TERMINATION OR EXPIRATION") and 12 ("MISCELLANEOUS") of this Master Agreement shall survive its termination or expiration.

14. Section 15(a) of the Master Agreement is amended and restated to read in its entirety as follows:

- a. Estimated Retail Prices. *Except for licenses acquired pursuant to the Initial Orders, which shall be governed by the provisions of Sections 5(a) through 5(d), notwithstanding any other provision to the contrary in this Master Agreement, including, without limitation, Sections 3(b) and 3(d)(iii) hereof, Enrolling Customers located in Puerto Rico shall pay Microsoft the estimated retail prices, as published from time to time by Microsoft, for the Select Software Products acquired pursuant to this Master Agreement. The estimated retail prices are subject to change. Changes may be in the form of promotional estimated retail pricing, special pricing for educational institutions and movements in foreign currency exchange rates. In no event, however, will any change be effective with respect to a particular calendar quarter unless such change has been announced at least thirty (30) days prior to the beginning of such calendar quarter. The estimated retail price applicable to a Select Software Product shall be the estimated retail price quoted in the currency applicable to Puerto Rico. The estimated retail prices will not include applicable sales, value added, duties, tariffs and other similar taxes, which shall be the responsibility of each such Enrolling Customer. For the current Product List and estimated retail prices contact Microsoft.*

15. Section 15(b) of the Master Agreement is amended and restated to read in its entirety as follows:



b. **Payment.** Upon receipt of the requisite order described in this Master Agreement by any Enrolling Customer located in Puerto Rico, Microsoft shall invoice such Enrolling Customer and such Enrolling Customer shall be obligated to pay Microsoft the above fees for the Software ordered by such Enrolling Customer. All amounts are due and owing net thirty (30) days of date of invoice.

16. A new Section 16 is added, which shall consist of the following:

**16. CONFIDENTIALITY.**

*The Lead MS Company, the Lead Customer and each Microsoft and Enrolling Customer agree that the terms and conditions of this Master Agreement and related Enrollment Forms are confidential and that they will not disclose them to any third party other than their affiliates, their agents, and the designated or prospective Large Account Resellers and their distributors (if any).*

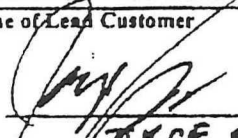
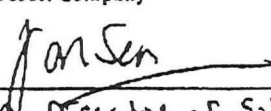
**II. Effect of Amendment.**

Except as specifically amended by this Amendment, all provisions of the Master Agreement shall remain unchanged and in full force and effect. This Amendment is not legally binding until executed by the Lead Microsoft Company. When this Amendment is fully executed, the Lead Customer will receive a confirming copy.

Lead Customer shall execute and return two (2) copies of this Amendment to the below address on or before December 19, 1997 in order for the terms and conditions of this Amendment to apply.

Microsoft Corporation  
Attention: Bob Miksa

One Microsoft Way  
Redmond, WA 98052-6399

<b>Lead Customer:</b>	<b>Lead Microsoft Company:</b>
Government of Puerto Rico	Microsoft Corporation
Name of Lead Customer	Name of Microsoft Company
By 	By 
Name, Title Jorge E. Alvarez	Name, Title Jon Sen, Director of Sales/Support Agreement
Date 12-19-97	Effective Date December 22, 1997