

**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

0000008584

Xerox Corporation

201 Merritt 7

Norwalk, CT 06851

Email: ann.russo@xerox.com

Telephone No.: (440) 339-6559

Number: 00-00000-19-00019AI

Amendment No.: One

Term: December 31, 2021 – December 31, 2022

Ship To:

**All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: 505-670-1561

Email: raelynn.lujan@state.nm.us

Invoice:

As requested

Title: Copiers and Managed Print Services

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 1, 2022 to December 31, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 12/7/2021

Mark Hayden, New Mexico State Purchasing Agent

x This Agreement was signed on behalf of the State Purchasing Agent

JDL



**State of New Mexico
General Services Department**

Statewide Price Agreement Cover Page

Awarded Vendor:
0000008584
Xerox Corporation
201 Merritt 7
Norwalk, CT 06851

Email: ann.russo@xerox.com
Telephone No.: (310) 258-6266

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Invoice:
As requested

Price Agreement Number: 00-00000-19-00019AI

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As requested

Procurement Specialist: Brandy Jones

Telephone No.: (505) 827-0507

Email: brandy.jones@state.nm.us

Title: Copiers and Managed Print Services

Term: March 31, 2020 - December 31, 2021

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

PARTICIPATING ADDENDUM



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: 140606

New Mexico Statewide Price Agreement Number: 00-00000-19-00019

Contractor: **Xerox Corporation**

Participating State or Entity: **State of New Mexico**

For purposes of this Participating Addendum, both Contractor and Participating State, collectively, may be referred to as the "Parties" or individually as "Party".

Definitions:

The following terms shall be construed and interpreted as follows:

Term	Description
Goods	Tangible personal property as defined in Section 13-1-93 NMSA 1978 and as defined as "Product" in the NASPO ValuePoint Master Agreement # 140606.

The following Goods and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

Professional services offered under this Participating Addendum do not meet the New Mexico statutory definition of professional services and have been deemed to be general administrative services.

Contractor Goods and Service offering details can be found at the NASPO ValuePoint website:
<https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/xerox-corporation/>

1. **Scope:** This Participating Addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado, for use by state agencies and other entities located in the Participating State and authorized by that state's statutes to utilize state contracts with the prior approval of the state's Chief Procurement Officer.

BA nm

PARTICIPATING ADDENDUM



COPIERS AND MANAGED PRINT SERVICES

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2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective state Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. **Order of Precedence:**
 - a) A Participating State's Participating Addendum, including New Mexico's Master Lease Agreement, if applicable;
 - b) NASPO ValuePoint Master Agreement Terms & Conditions, including applicable Exhibits;
 - c) An Order issued against the Master Agreement;
 - d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
 - e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
 - f) The Contractor's Supplemental Documents, including applicable Attachments, if any.
4. **Term of the Master Agreement:**
 - a) **Initial Term:** Performances under the Master Agreement commenced on August 7, 2019, and shall terminate on December 31, 2021, unless terminated sooner, as specified in **Section 6.10, Defaults and Remedies**, of the Master Agreement.
 - b) **Extension:** The Master Agreement may be extended beyond the original contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, via written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.
5. **Participating State Modifications or Additions to the Master Agreement:** The following are items that each Participating State should consider when drafting a Participating Addendum:
 - a) **State specific terms and conditions:** Participating States may add statutory terms required to execute a Participating Addendum. The Master Agreement Terms and Conditions should be reviewed to ensure there is no conflict with what your state may accept. The Master Agreement Terms and Conditions are intended to be utilized as a baseline for state specific requirements.
 - b) **Administrative Fees:** The Master Agreement allows Participating States to incorporate an administrative fee into the published Master Agreement pricing.
 - c) **Supplemental Documents:** The Contractor's Supplemental Documents are attached to the Master Agreement as **Attachment A through Attachment N**. Each Participating State is responsible for negotiating the terms and conditions of each of these documents, if they so choose. The Lead State has only negotiated the language to the extent it aligns with the Master Agreement Terms and Conditions; however, any further negotiations are at the discretion and responsibility of the Participating State.

The Parties may utilize Attachment B through Attachment N of the Master Agreement. Attachment A – Xerox Lease Agreement Terms and Conditions is null and void and shall not be used by the Participating

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State and/or Purchasing Entities. Attachment A is replaced with the Master Lease Agreement, Offeror's Acknowledgment, and Exhibit A Lease Schedule affixed to this Participating Addendum.

- d) **Authorized Dealers:** All Contractor approved Dealers are listed in **Exhibit C (Authorized Dealers by State)** of the Master Agreement. The Participating State may limit the number of Dealers they use, and/or request that the Contractor approve additional Dealers. The Contractor Dealer's participation will be in accordance with the terms and conditions set forth in the Master Agreement.

Contractor will upload Authorized Dealers by State to the NASPO ValuePoint website as soon as possible.

- e) **Goods:** The Contractor is authorized to provide Goods as referenced on page one (1) of this Participating Addendum, and as detailed in **Section 4.3, Product Offerings**, of the Master Agreement. Each Participating State shall determine what Goods they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:

- **Third-Party Software**
- **Consumable Supplies**
- **Remanufactured/Refurbished Equipment**
- **Emerging Technologies** – Emerging Technologies are subject to Section 4.3.10 of the Master Agreement.

- f) **Service Offerings:** The Contractor is authorized to provide Services as referenced on page one (1) of this Participating Addendum, and as detailed in **Section 4.4, Service Offerings**, of the Master Agreement. Each Participating State shall determine what Service Offerings they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:

- **Managed Print Services** – Attachment H (Xerox MPS Statement of Work Template), of the Master Agreement, provides a framework for any ensuing MPS engagement. Prior to any commencement, all MPS engagements must be agreed to and signed by both Purchasing Entity and Contractor
- **Maintenance Agreements:**
 - Automatic renewals are not permitted under the Master Agreement
 - Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet
 - **Manual Meter Reads** - As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Goods failure and may enable firmware upgrades
 - **Customer-Owned Equipment**
 - **Lease or Rental Equipment**
 - **Legacy Equipment**

PARTICIPATING ADDENDUM



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COPIERS AND MANAGED PRINT SERVICES

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- **Service Requirements** – Participating States may negotiate their own Service Level Agreement (SLA) with the Contractor; however, the minimum requirements are outlined in **Section 4.4.3(b)** of the Master Agreement. Additional consideration should be given to the following:
 - **Service Level Calculations**
 - **Reporting**

 - g) **Purchase, Lease, and Rental Programs:** Per **Section 4.5** of the Master Agreement the Contractor is authorized and/or required to provide and adhere to the following:
 - **Acquisition Methods** – Participating States should determine which options they will allow:
 - **Purchase**
 - **Fair Market Value (FMV) Lease**
 - **\$1 Buyout Lease** – The Participating State and/or Purchasing Entities shall not utilize the \$1 Buyout Lease option.
 - **Straight Lease**
 - **Cancellable Rental**
 - **Leasing and Rental Terms and Conditions** – Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, and as negotiated by the Participating State.

 - h) **Security Requirements:**
 - Per **Section 4.6.2, Sensitive Information**, of the Master Agreement, the Participating State shall define “sensitive information” in their Participating Addendum.
See **Section 38 Confidentiality** of the Participating Addendum for the Participating State’s confidential information details.
 - Per **Section 4.6.5, Hard Drive Removal and Surrender**, of the Master Agreement, the Purchasing Entity shall determine which hard drive disposal options they will require.

 - i) **Inspection and Acceptance:** Per **Section 4.10** of the Master Agreement, confirmation of Goods Acceptance occurs upon signature of **Exhibit B (Sample D&A Certificate)**, or within five (5) Business Days after Goods install, unless otherwise stated in a Participating Addendum.

 - j) **Warranty Requirements** – The Contractor must adhere to the warranty requirements as outlined in **Section 4.11** of the Master Agreement; however, Participating States may negotiate additional requirements with the Contractor.

Participating State must check one of the boxes below. These modifications or additions apply only to actions and relationships within the Participating State. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to their contractual relationship with the Contractor under the Terms and Conditions of the State of Colorado NASPO ValuePoint Master Agreement.

[_____] No changes to the terms and conditions of the Master Agreement are required.



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[X] The following changes are modifying or supplementing the Master Agreement terms and conditions:

6. **Taxes:** The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

7. **Retainage:**
Reserved

8. **Performance Bond:**
Reserved

9. **Term:** THIS PARTICIPATING ADDENDUM SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT. This Participating Addendum shall begin on a date approved by the New Mexico State Purchasing Agent, and end on December 31, 2021. The Participating State reserves the right to renew the contract on an annual basis by mutual agreement not to exceed a total of five (5) years.

10. **Termination:**

- a) Grounds. Consistent with applicable New Mexico laws, the Participating State may terminate this Participating Addendum without penalty (1) for any reason at the end of a fiscal year, and (2) at any time for non-appropriation of funds as per **Clause 11 Appropriations** of this Participating Addendum. Where there is an issue of non-appropriation of funds, the Participating State will inform the Contractor within a reasonable time from notification of non-appropriation of funds. The Contractor may only terminate this Participating Addendum based upon the Participating State's uncured, material breach of this Participating Addendum.
- b) Notice; Participating State Opportunity to Cure.
- (1) Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- (2) Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Participating Addendum upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the

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Participating State does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

- (3) Notwithstanding the foregoing, this Participating Addendum may be terminated upon thirty (30) days written notice of termination to the Contractor (i) if the Contractor becomes unable to provide the Goods or perform the Services contracted for (ii) if, during the term of this Participating Addendum, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent, or (iii) the Participating Addendum is terminated pursuant to the Appropriations Clause of this Participating Addendum. For purposes of this section the Participating State's written notice of termination shall (i) identify all of the Contractor's material breaches upon which the termination is based and (ii) state what the Contractor must do to cure such material breaches. The Participating State's notice of termination shall only be effective (i) if the Contractor does not cure all material breaches, including as described in (2)(i), within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Contractor does not, within the thirty (30) day notice period, notify the Participating State of its intent to cure and begin with due diligence to cure the material breach.

- c) **Liability.** Except as otherwise expressly allowed or provided under this Participating Addendum, the Participating State's liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Participating Addendum. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS PARTICIPATING ADDENDUM.**

11. **Appropriations:** The terms of this Participating Addendum are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Participating Addendum. If sufficient appropriations and authorization are not made by the Legislature, the applicable Order(s) under this Participating Addendum shall terminate within a reasonable time from notification of non-appropriation of funds upon written notice given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available for an Order or Orders shall be accepted by the Contractor and shall be final. If the Participating State proposes an amendment to an Order or Orders issued under this Participating Addendum to unilaterally reduce funding, the Contractor shall have the option to terminate the affected Order(s) or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

12. **Status of Contractor:** The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Participating Addendum. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the

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Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. Conflict of Interest; Governmental Conduct Act:

- a) The Contractor represents and warrants that it presently has no interest and, during the term of this Participating Addendum, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Participating Addendum.
- b) The Contractor further represents and warrants that it has complied with, and, during the term of this Participating Addendum, will continue to comply with, and that this Participating Addendum complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - (1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Participating Addendum any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;
 - (2) this Participating Addendum complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Participating Addendum was awarded pursuant to a competitive process;
 - (3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Participating State within the preceding year and whose official act directly resulted in this Participating Addendum and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Participating State whose official act, while in the Participating State's employment, directly resulted in the Participating State's making this Participating Addendum;
 - (4) this Participating Addendum complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Participating Addendum is not a sole source or small purchase contract, and this Participating Addendum was awarded in accordance with the provisions of the Procurement Code;
 - (5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Participating Addendum or any procurement related to this Participating Addendum; and
 - (6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Participating Addendum shall not contribute, anything of value to a public officer or employee of the Participating State.
- c) Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Participating Addendum was

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entered into by the Parties. Contractor shall provide immediate written notice to the Participating State if, at any time during the term of this Participating Addendum, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Participating Addendum or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Participating Addendum or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Participating State and notwithstanding anything in the Participating Addendum to the contrary, the Participating State may immediately terminate the Participating Addendum.

- d) All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

14. Amendment:

- a) This Participating Addendum shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories.

15. **Merger:** This Participating Addendum incorporates all the agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Participating Addendum. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Participating Addendum.

16. **Penalties for violation of law:** The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

17. **Equal Opportunity Compliance:** The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Participating Addendum. If Contractor is found not to be in compliance with these requirements during the life of this Participating Addendum, Contractor agrees to take appropriate steps to correct these deficiencies.

18. **Workers Compensation:** The Contractor agrees to comply with the Participating State's laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Participating Addendum may be terminated by the Participating State.

19. **Applicable Law:** The laws of the State of New Mexico shall govern this Participating Addendum, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Participating Addendum, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Participating Addendum.

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20. **Records and Financial Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Participating Addendum's term and effect and retain them for a period of three (3) years from the date of final payment under this Participating Addendum. The records shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment. Payment under this Participating Addendum shall not foreclose the right of the Participating State to recover excessive or illegal payments.
21. **Invalid Term or Condition:** If any term or condition of this Participating Addendum shall be held invalid or unenforceable, the remainder of this Participating Addendum shall not be affected and shall be valid and enforceable.
22. **Enforcement of Participating Addendum:** A Party's failure to require strict performance of any provision of this Participating Addendum shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Participating Addendum shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.
23. **Non-Collusion:** In signing this Participating Addendum, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Participating State.
24. **Notices:** Any notice required to be given to either Party by this Participating Addendum shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Participating State:

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Fax:	(505) 827-2484
Email:	mark.hayden@state.nm.us

To the Contractor:

Name:	Ann Russo, Account General Manager
Address:	3600 N Hayden Road, Suite 3510, Scottsdale, AZ 85251
Telephone:	(440) 339-6559
Fax:	N/A
Email:	ann.russo@xerox.com

25. **Succession:** This Participating Addendum shall extend to and be binding upon the successors and assigns of the Parties.
26. **Headings:** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Participating

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Addendum. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Participating Addendum unless otherwise expressly stated.

27. **Default/Breach:** In case of uncured Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Participating Addendum and under law or equity.
28. **Equitable Remedies:** Contractor acknowledges that its failure to comply with any provision of this Participating Addendum will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this Participating Addendum shall be in addition to, and not in lieu of, any other remedy that the Participating State may have under applicable law, including, but not limited to, monetary damages.
29. **New Mexico Employees Health Coverage:**
- a) If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Participating Addendum, Contractor certifies, by signing this Participating Addendum, to have in place, and agree to maintain for the term of the Participating Addendum, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Participating State exceed \$250,000.00.
 - b) Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the Participating State.
 - c) Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://bewellnm.com/>.
30. **Indemnification:** The Contractor shall defend, indemnify and hold harmless the Purchasing Entity and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Participating Addendum, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Participating Addendum. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Participating Addendum is brought against the Contractor, the Contractor shall, as soon as practicable but no later than ten (10) business days after it receives notice thereof, notify the legal counsel of the Participating State and the Risk Management Division of the New Mexico General Services Department by certified mail. Notwithstanding the foregoing, Contractor will not indemnify the Participating State due to any negligent or

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willful act on the part of the Participating State, its officers, employees, or agents, or the negligent or willful acts of any party other than a Contractor's officer, employee, or agent.

31. **Default and Force Majeure:** The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Participating Addendum if the Contractor materially breaches the provisions of an Order or Orders and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Participating State and/or the Purchasing Entity due to the Contractor's uncured default. The Contractor shall not be liable for any excess costs if failure to perform the Order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above. The rights and remedies of the Participating State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Participating Addendum. Notwithstanding the foregoing, the Parties agree pursuant to **Section 6.9** of the Master Agreement, a Force Majeure event does not relieve either party of its obligation to make payments due under the Order.
32. **Assignment:** The Contractor shall not assign or transfer any interest in this Participating Addendum or assign any claims for money due or to become due under this Participating Addendum without the prior written approval of the Participating State.
33. **Subcontracting:** The Contractor shall not subcontract any portion of the services to be performed under this Participating Addendum without the prior written approval of the Participating State. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Participating Addendum, nor shall any subcontract obligate direct payment from the Participating State.
34. **Inspection of Plant:** The Participating State may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Participating Addendum.
35. **Commercial Warranty:** The Contractor agrees that the Goods and/or Services furnished under this Participating Addendum shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such Goods and/or Services under the Master Agreement, and that the rights and remedies provided herein shall extend to the Participating State and are in addition to and do not limit any rights afforded to the Participating State by any other Clause of this Participating Addendum or Order.
36. **Condition of Proposed Items:** Where Goods are a part of this Participating Addendum, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.
37. **Release:** Final payment of the amounts due under this Participating Addendum shall operate as a release of the Participating State, its officers and employees and Purchasing Entity from all liabilities, claims and obligations whatsoever arising from or under this Participating Addendum.
38. **Confidentiality:** Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State in the performance of this Participating Addendum shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Participating State. Upon termination of this Participating Addendum, Contractor shall deliver all Confidential Information in its possession to the

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Participating State within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Participating State will result in direct, special and incidental damages.

39. **Contractor Personnel:**
Reserved
40. **Incorporation by Reference and Precedence:** In the event of a dispute under this Participating Addendum, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Participating Addendum; (2) the Master Lease Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.
41. **Inspection:** If this Participating Addendum is for the purchase of Goods, final inspection and acceptance shall be made, as described under the Master Agreement, at Destination. Goods rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.
42. **Inspection of Services:** If this Agreement is for the purchase of Services, the following terms shall apply.
- a) Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
 - b) The Contractor shall provide and maintain an inspection system acceptable to the Participating State covering the services under this Participating Addendum. Complete records of all inspection work performed by the Contractor shall be maintained and made available upon request to the Participating State during the term of performance of this Participating Addendum and for as long thereafter as the Participating Addendum requires.
 - c) The Participating State has the right to inspect and test all services contemplated under this Participating Addendum to the extent practicable at all times and places during the term of the Participating Addendum. The Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
 - d) If the Participating State performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
 - e) If any part of the services do not conform with the requirements of this Participating Addendum, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of the applicable Order(s) at no increase in the applicable Order(s) amount. When the defects in services cannot be corrected by re-performance, the Participating State may:
 - f) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Participating Addendum; If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Participating Addendum, the Participating State may:
 - (1) by agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Participating State that is directly related to the performance of such service; or
 - (2) terminate the affected Order(s) for uncured default.
- THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH

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OF THIS PARTICIPATING ADDENDUM.

43. **Insurance:** If the Services contemplated under this Participating Addendum will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Participating Addendum, the following insurance coverage(s), including the State of New Mexico, General Services Department or other party to this Participating Addendum as additional insured for claims caused by the acts or omissions of the Contractor.
- Workers Compensation (including accident and disease coverage) at the statutory limit.
 - Employers liability: \$100,000.
 - Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Participating Addendum). Limits shall not be less than the following:
 - Bodily injury: \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - Property damage or combined single limit coverage: \$1,000,000.
 - Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - Umbrella: \$1,000,000.
 - Contractor shall maintain the above insurance for the term of this Participating Addendum and include the State of New Mexico, General Services Department or other party to this Participating Addendum as an additional insured for claims caused by the negligent acts or omissions of Contractor and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation where permitted by law.
44. **Arbitration:** Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*
45. **New Mexico Administrative Reporting and Fees:** All contracts and Purchase Orders arising out of this Participating Addendum shall be deemed to include an Administrative Fee assessment at the rate of **one percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "**Gross total sales**" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if Contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division". This contract number 00-00000-

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19-00019 must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:
<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

46. Lease Agreements:
Reserved

47. Subcontractors: All Contractors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement.

48. Master Agreement Number: All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140606**.

49. Orders: Any Order placed by a Purchasing Entity for a Good and/or Service available under the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the Parties to the Order agree in writing that another contract or agreement applies to such Order.

Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by Contractor and the Participating State. To the extent the Purchasing Entity and the Contractor agree on additional terms, the terms will be documented on the Purchasing Entity Order, and signed by both Parties.

All financing/billing for this Participating Addendum will be directly between the Contractor and the Participating State. Any Authorized Dealer leasing of Equipment and/or Goods and billing will be directly through the Contractor and not the Authorized Dealer. The Contractor is responsible for administrative fee payment and reporting for all direct or indirect sales when this Participating Addendum is used to obtain services or goods.

All orders should contain the following (1) "PO is subject to NASPO ValuePoint Master Agreement, Contract # **140606**, and the Participating Addendum, Statewide Price Agreement # **00-00000-19-00019** (2) Purchasing Entity Name, Address, Contact, & Phone-Number (3) Order amount (4) Type of Order (Purchase, FMV Lease, Straight Lease, or Cancellable Rental) and purchase amount, or monthly payment amount (5) Itemized



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list of accessories (6) Type of Service program and rates (7) Any Supplemental Documents, including the MPS SOW Template (if applicable).

This agreement is not intended to be used to procure "Open Market" or "Not Specifically Priced (NSP)" items.

50. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

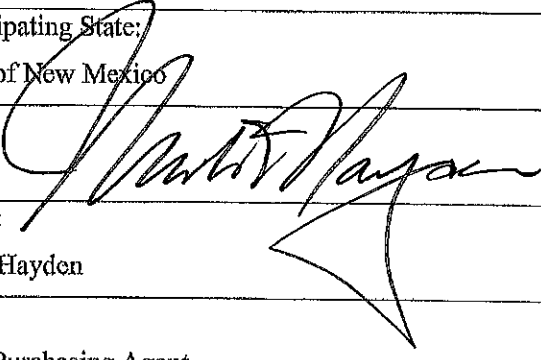
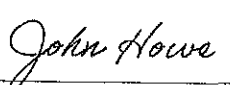
Name	Ann Russo
Address	3600 N Hayden Road, Suite 3510, Scottsdale, AZ 85251
Telephone	(440) 339-6559
E-mail	ann.russo@xerox.com

Participating State

Name	Brandy Jones
Address	P.O. Box 6850, Santa Fe, NM 87502
Telephone	(505) 827-0507
E-mail	brandy.jones@state.nm.us

51. **Terms:** The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both Parties below.

Participating State: State of New Mexico	Contractor: Xerox Corporation
By: 	By: 
Name: Mark Hayden	Name: John Howe
Title: State Purchasing Agent	Title: Vice President, Finance
Date: 3/18/20	Date: March 17, 2020

For questions on executing a Participating Addendum, please contact:

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NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org, to support documentation of participation, and to post in appropriate data bases]

PARTICIPATING ADDENDUM

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ValuePoint

New Mexico Authorized Dealer List

001. Company: Aspen Business Systems, Inc.
Address 1: 216 Paseo Pueblo Norte, Suite L
Address 2: Taos, NM 87571
Website: www.xerox.com
Contact: Brian Estes
Phone: (575) 758-0804
Email: bestes@taosnet.com
002. Company: Butler's Office Equipment & Supply East
Address: 1900 E. Hwy 66 – Suite C
Address 2: Gallup, NM 87301
Website: www.butlersofficecity.com
Contact: Joe D. Meyers
Phone: (505) 722-9083
Email: joe@butlersofficecity.com
003. Company: Butler's Office Equipment & Supply East
Address 1: 2010 Sullivan Avenue
Address 2: Farmington, NM 87401
Website: www.butlersofficecity.com
Contact: Joe D. Meyers
Phone: (505) 722-9083
Email: joe@butlersofficecity.com
004. Company: Lewan Technology
Address 1: 2438 Camino Entrada - #100
Address 2: Santa Fe, NM 87507
Website: www.lewan.com
Contact: Carl Vidal
Phone: (505) 828-1115
Email: carl.vidal@lewan.com
005. Company: Southwest Office Solutions, Inc.
Address 1: 100 Sun Ave NE, Suite 650
Address 2: Albuquerque, NM 87109
Website: www.sos-nm.com
Contact: Les Dollahite
Phone: (505) 661-2554
Email: tmaddox@sos-nm.com
006. Company: Southwest Office Solutions, Inc.
Address 1: 1789 Central Avenue, Suite 4
Address 2: Los Alamos, NM 87544
Website: www.sos-nm.com
Contact: Tracy Ashton
Phone: (505) 661-2554
Email: ldollahite@sos-nm.com
007. Company: Visual Edge, Inc. dba Benchmark Business Solutions
Address 1: 301 N. Main St.
Address 2: Roswell, NM 88201
Website: www.benchmarkyouroffice.com
Contact: Jerry Heiskell
Phone: (575) 627-0055
Email: info@benchmarkyouroffice.com
008. Company: Xerox Corporation
Address 1: 45 Glover Avenue
Address 2: Norwalk, CT 06856
Website: www.xerox.com
Contact: Ann Russo
Phone: (440) 339-6559
Email: ann.russo@xerox.com

**SOLUTIONS/SERVICES:**

1. **PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
2. **CONSUMABLE SUPPLIES.** Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.
3. **MAINTENANCE SERVICES.** This Section applies only if Customer has contracted with Xerox for the provision of Maintenance Services. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

PRICING PLAN/OFFERING SELECTED:

4. **COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. Time periods applicable for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) acceptance of Xerox-installable Equipment. If Xerox is providing Maintenance Services for the Equipment, the initial Term for Maintenance Services will expire on the final day of the last full calendar month identified on the face of this Agreement.
5. **PAYMENT.** If the invoice displays a due date, payment must be received by Xerox on or before the due date. Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.



6. **DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.
7. **DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days from date of invoice), or (2) you breach any other obligation in this agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), require immediate payment of all amounts due and payment of early termination fees as described in the NASPO ValuePoint Master Agreement.

ADDITIONAL TERMS:

8. **TRADE-IN EQUIPMENT.** You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.



GENERAL TERMS & CONDITIONS:

9. **NON-CANCELABLE AGREEMENT.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR DUE TO NON-APPROPRIATION OF FUNDS, PER THE MASTER AGREEMENT. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.
10. **PROTECTION OF XEROX'S RIGHTS.** You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

ATTACHMENT G – XEROX Services Master Agreement

SERVICES MASTER AGREEMENT



THIS SERVICES MASTER AGREEMENT NO. Fill-In is between Xerox Corporation ("Xerox"), a New York corporation with offices at 201 Meritt 7, Norwalk, CT 06851-1056, and << Enter Customer's Legal Name >>> ("Customer"), a << Enter State >> corporation with offices at << Enter Customer's Full Address >>.

Products and Services acquired hereunder are acquired under the auspices of the NASPO ValuePoint Master Agreement RFP-NP-18-001 between the State of Colorado (State) and Xerox Corporation. Therefore, the terms and conditions of the NASPO ValuePoint Master Agreement Contract are incorporated by reference into this Agreement. Any conflict between the terms and conditions of the NASPO ValuePoint Master contract and this Agreement will be resolved in favor of the NASPO ValuePoint Master Agreement.

AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to Customer's and its Eligible Affiliates' United States ("U.S.") locations. This Agreement is grouped into Modules. The "GEN" Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

DEFINITIONS MODULE

DEF 1. – DEFINITIONS

The following definitions (and those found elsewhere in this Agreement) apply unless otherwise specified in an Order.

- a. **Affiliate** means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- b. **Agreement** means this Services Master Agreement. This Agreement may also be referred to in ordering and contracting documents as a "Services and Solutions Agreement" or "SSA."
- c. **Amortized Services** means certain services such as consulting and training, the Charges for which are amortized over the term of an Order.
- d. **Application Software** means Xerox-brand software that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.
- e. **Base Software** means software embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications.
- f. **CPI Adjustment Percentage** means the CPI-U (Consumer Price Index for All Urban Consumers).
- g. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.
- h. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.
- i. **Confidential Information** shall have the meaning set forth in Section GEN1.12.
- j. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, work space, facilities, services and other assets owned, leased, rented, licensed or controlled by Customer (including Existing Equipment and Existing Software) that Customer makes available to Xerox to enable Xerox to fulfill its obligations under an Order.
- k. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.
- l. **Customer Information** means documents, materials, and information (including Private Information) belonging to Customer that Customer provides to Xerox for Xerox to provide Products and Services under an Order.
- m. **Date of Installation** means: (a) for Equipment (or Third Party Hardware) installed by Xerox, the date Xerox determines the Equipment (or Third Party Hardware) to be operating satisfactorily as demonstrated by successful completion of diagnostic routines and is available for Customer's use; and (b) for Equipment (or Third Party Hardware) designated as "Customer Installable," the Equipment (or Third Party Hardware) delivery date.
- n. **Description of Services or DOS** means a document attached to an Order which references the applicable Services Contract number and specifies the Products and/or Services provided under such Order.
- o. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.
- p. **Documentation** means all manuals, brochures, specifications, information and software descriptions, and related materials customarily provided by Xerox to customers for use with certain Products or Services.
- q. **Effective Date** means the date this Agreement is signed by Xerox.
- r. **Eligible Affiliate** means a domestic Customer Affiliate that has met Xerox's credit requirements for ordering Services, Maintenance Services and/or Products under this Agreement.
- s. **Equipment** means Xerox-brand equipment.

- t. **Excluded Taxes** means (i) taxes on Xerox's income, capital, and employment, (ii) taxes for the privilege of doing business, and (iii) personal property tax on Equipment rented or leased to Customer under this Agreement.
- u. **Existing Equipment** means devices which are leased, rented or owned by the Customer outside of this Agreement, which are used to provide Services, and which remain subject to the terms and conditions of the agreements under which they were originally acquired.
- v. **Existing Software** means software licensed by the Customer outside of this Agreement and which is used to provide the Services and which remains subject to the terms and conditions of the agreements under which it was originally acquired.
- w. **Feature Releases** means new releases of Software that include new content or functionality.
- x. **Funds** means collectively Amortized Services and Third Party Funds.
- y. **Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to a party as of the Effective Date or that may be created by a party after the Effective Date. Xerox's Intellectual Property includes, without limitation, Software, Remote Data and Xerox Tools.
- z. **Maintenance Releases or Updates** means new releases of Software that primarily incorporate coding compliance updates and error fixes and are designated as "Maintenance Releases" or "Updates."
- aa. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- bb. **Module** means a specific set of terms and conditions contained in this Agreement that is identified as a "Module." The Modules under this Agreement are the DEF, GEN, SVC, EQP, EP, MS and SW Modules.
- cc. **Monthly Minimum Charge or MMC** means the regular recurring charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items, recurring separate charges and usage based charges (as such items or charges, as applicable, are defined on an Order) are billed separately from the MMC.
- dd. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement) or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.
- ee. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.
- ff. **Private Information** means Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), Non-Public Personal Information ("NPI") as defined by the Gramm-Leach-Bliley Act ("GLBA") and equivalent categories of protected health and financial information under applicable state Privacy Laws.
- gg. **Products** means Xerox Products and/or Third Party Products supplied by Xerox and provided to Customer pursuant to an Order.
- hh. **Purchase Order or PO** means a document containing the applicable Services Contract number that is issued by Customer to Xerox for Order entry purposes only.
- ii. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- jj. **Remote Data** means data that is automatically collected by Xerox from, or transmitted to or from Xerox by, Equipment or Third Party Products connected to Customer's network. Examples of Remote Data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data. Remote Data may also be collected by the Xerox Tools and certain Services Software as set forth in the applicable SOW.
- kk. **Remote Data Access** means electronic transmission of Remote Data to or from a secure offsite location.
- ll. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Products and/or Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.
- mm. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- nn. **Services** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Standard back-office administrative and contract support functions, such

as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.

- oo. **Services Contract** means the applicable terms and conditions of this Agreement, the first Order having a particular assigned Services Contract number, and each additional Order, if any, with the same Services Contract number.
- pp. **Services Software** means software products used to provide certain Services (both a server component and/or client component to be installed on end user's workstations, mobile devices and/or laptops) that may include one or more of the individual software modules identified on a Statement of Work or Order.
- qq. **Software** means Services Software, Base Software and Application Software.
- rr. **Statement of Work or SOW** means a document which references the applicable Services Contract number and specifies the details of a particular transaction where Customer wishes to acquire Services, Maintenance Services and/or Products from Xerox under this Agreement.
- ss. **Supplier Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Supplier Equipment may be Equipment or Third Party Hardware.
- tt. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.
- uu. **Third Party Hardware** means non-Xerox brand equipment.
- vv. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- ww. **Third Party Software** means non-Xerox brand software.
- xx. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transactional-based gross receipts, and privilege Taxes.
- yy. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.
- zz. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

GENERAL MODULE

GEN 1. -- GENERAL

The terms and conditions in this General (GEN) Module apply to all Services, Maintenance Services, and Products acquired by Customer under this Agreement.

GEN 1.1 -- Agreement Structure

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Eligible Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.
- b. **Orders and Services Contracts.**
 - i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit, or in the case of an Order by an Eligible Affiliate, such Eligible Affiliate's credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose.
 - ii. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number followed by a three-digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.
 - iii. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (a) a "writing" or "in writing;" (b) "signed" by the Customer; (c) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (d) valid and enforceable.

GEN 1.2 – CHARGES, PAYMENT AND DEFAULT

- a. **Charges.** Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes, Xerox's overtime rates, per the NASPO ValuePoint Master Agreement, will apply to Services requested and performed outside Customer's standard working hours.
- b. **Payment.** Customer agrees to pay Xerox all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account within thirty (30) days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations. If it is not, in fact, full payment. If Customer disputes any amount included in an invoice, then (i) Customer must notify Xerox of the dispute in writing, (ii) such notice shall include a description of the items Customer is disputing and the reason such items are being disputed; and (iii) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all undisputed amounts within thirty (30) days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.
- c. **Default.** Customer will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due (45 days after invoice date), or if Customer breaches any other obligation under this Agreement. If Customer defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/or Consumable Supplies), may require immediate payment of (1) all amounts then due, and (2) any early termination charges set forth in this Agreement or in the applicable Services Contract and/or Order(s).

GEN 1.3 – RESERVED

GEN 1.4 – RESERVED.

GEN 1.5 – RESERVED.

GEN 1.6 – Customer Responsibilities

Customer agrees to perform its responsibilities under this Agreement in support of the Services, Maintenance Services, or Products in a timely manner. Customer agrees:

- a. that Products acquired hereunder are ordered for Customer's own internal business use (rather than resale, license and/or distribution outside of Customer's organization) and will not be used for personal, household or family purposes;
- b. to (1) provide Xerox and its agents with timely and sufficient access, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and local building, fire and safety codes;
- c. to provide Xerox and its agents with timely and sufficient use of and access, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;
- d. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;
- e. to maintain the manufacturer's maintenance agreement for any Third Party Products;
- f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- h. to contract for the minimum types and quantities of Equipment and Consumable Supplies required by Xerox to perform the Services and Maintenance Services;
- i. that, as between Xerox and Customer, Customer alone is responsible for backing up its data and content and Xerox shall not be responsible for Customer's failure to do so;
- j. that as between Xerox and Customer, Customer alone is responsible for determining whether content and materials provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party's intellectual property rights; and
- k. to provide contact information for Equipment such as name and address of Customer contact.

GEN 1.7 – Warranties

- a. **Mutual Warranties.** Each party represents and warrants to the other, as an essential part of this Agreement, that:
 - i. It is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;
 - ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and
 - iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.
- b. **Xerox Warranties.**

- i. Services Performance. Xerox agrees to perform the Services in a professional manner, consistent with applicable industry standards. Xerox will re-perform any Services not in compliance with this representation and brought to Xerox's attention in writing within thirty (30) days after such Services are performed.
- ii. Equipment Warranty. Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.
- iii. Third Party Product Warranty. Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Customer's remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.
- iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:
 - (a) Customer's failure or delay in performing its responsibilities under this Agreement;
 - (b) reasons outside Xerox's reasonable control, including Customer Assets, Customer's content or materials, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
 - (c) unauthorized modifications to Equipment, Software or Third Party Hardware.
- c. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

The warranties set forth in this Agreement are expressly conditioned upon the use of the Services and Products for their intended purposes in the systems environment for which they were designed and shall not apply to any Services or Products which have been subject to misuse, accident or alteration or modification by Customer or any third party.

GEN 1.8 – Intellectual Property

- a. Xerox Tools may be used by Xerox to provide certain Services, as set forth in an Order or a Statement of Work. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Remote Data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.
- b. Each party will retain ownership of its Intellectual Property. Each party grants the other a limited, non-exclusive, royalty-free right and license to use the other party's Intellectual Property (excluding the Xerox Tools) in the U.S. only to the extent necessary for such party and its designees to receive the benefit of, and/or, fulfill its obligations under this Agreement. Neither party will (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Intellectual Property of the other or, (ii) allow others to engage in same, except as permitted by applicable law or as expressly permitted under this Agreement or the applicable SOW.
- c. The parties acknowledge and agree that no Intellectual Property will be created or transferred under this Agreement. If the scope of the parties' relationship changes to include creation or transfer of Intellectual Property, that activity will be addressed in a separate written agreement.
- d. If the Products or Services are configured to provide output (excluding Remote Data), including modification or transformation of Customer Information, Customer shall be the sole owner of any such output in any format or media obtained by use of the Products or Services and may freely use and disclose such output to any third party. Examples of output include scans and printed output of Customer Information processed by Equipment.

GEN 1.9 – RESERVED

GEN 1.10 – RESERVED.

GEN 1.11 – Term and Termination

This Agreement shall commence on the Effective Date and shall continue for a term of _____ months, and upon Customer's request it may continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon thirty (30) days' written notice. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products owned by Xerox and/or Xerox Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event the Agreement is terminated, each Services Contract in effect at such time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals).

thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason, other than Non-Appropriation of Funds, or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds.

GEN 1.12 -- Confidentiality

- a. **Obligations.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential. The terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, are Confidential Information of Xerox and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Any services procedures manuals and Xerox's Intellectual Property are Xerox Confidential Information. Private Information is Customer's Confidential Information. Confidential Information may only be used for the purposes of receiving the benefit of or fulfilling obligations under this Agreement, and shared with employees, agents or contractors with a need to know such information to support the foregoing purposes. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency; provided, however, as to a requirement to disclose Confidential Information per clause (4), that party will (x) notify the disclosing party of the obligation to make such disclosure, and (y) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.
- b. **Residual Rights.** Each party understands that the other party shall be free to use for any purpose the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other party's copyrights or patents.

GEN 1.13 -- Data Protection/Privacy

- a. To the extent that Privacy Laws are applicable to Customer and Xerox in connection with the performance of Services, each party agrees to comply with the applicable provisions of such Privacy Laws.
- b. Xerox has adopted reasonable physical, technical and organizational safeguards designed to prevent accidental, unauthorized or unlawful loss, disclosure, access, transfer or use of Private Information. Xerox will promptly notify Customer in the event of any known unauthorized or unlawful loss, disclosure, access, transfer or use of Private Information.

GEN 1.14 -- RESERVED

GEN 1.15 -- RESERVED.

GEN 1.16 -- RESERVED.

GEN 1.17 -- RESERVED.

GEN 1.18 -- RESERVED.

GEN 1.19 -- RESERVED.

GEN 1.20 -- Miscellaneous

- a. **Copies of Agreement.** Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.
- b. **Amendment.** All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.
- c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend

beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.

- d. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.
- e. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law, or as stated in the NASPO ValuePoint Master Agreement. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.
- f. **Order of Precedence; Entire Agreement.** This SMA is part of the NASPO ValuePoint Master Agreement including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, and constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement, in the event of any conflict between terms and conditions, the order of precedence shall be as outlined in the NASPO ValuePoint Master Agreement. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section **GEN 1.8** (Intellectual Property Ownership); and (2) Section **GEN 1.12** (Confidentiality); will prevail over conflicting provisions in any other section of this Agreement.

SERVICES MODULE

SVC 1 – TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Xerox's performance of Services.

SVC 1.1 – Scope of Services

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates in accordance with the requirements set forth in an Order. If Customer fails to perform or is delayed in performing any of its responsibilities under this Agreement, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay. Xerox grants Customer a non-exclusive, non-transferable, non-sub licensable right and license to access and use the Services only for the purpose of such Customer and its designees receiving the benefit of the Services set forth in the applicable SOW.

SVC 1.2 – Charges for Services

Charges for Services are set forth in the applicable Order. Charges are based upon Master Agreement pricing, as well as information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Charges that are indicated in an Order as being fixed are not subject to an annual percentage escalation for the initial term of such Order. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement will apply.

SVC 1.3 – Use of Subcontractors

Xerox may, when it reasonably deems it appropriate to do so, subcontract any portion of the Services. Xerox shall remain responsible for any Services performed by subcontractors retained by Xerox to the same extent as if such Services were performed by Xerox.

SVC 1.4 – Services Scope Changes

Except as otherwise set forth in an Order, either party may propose to modify the then-existing Services that are described in an Order, or to add new Services under a Services Contract. If Xerox determines such changes are feasible, Xerox will prepare and propose to Customer an Order incorporating the requested changes and any related impact to the Charges or terms. Once Customer executes and Xerox accepts the Order, Xerox will promptly proceed with the new and/or revised Services in accordance with the terms of the Order and this Agreement.

SVC 1.5 – Early Termination of Services and Labor

Except as otherwise set forth in a Services Contract, upon thirty (30) days prior written notice, Customer may terminate or reduce any Services or labor provided pursuant to an Order without incurring early termination charges.

EQUIPMENT MODULE

EQP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Equipment and

Third Party Hardware provided to Customer.

EQP 1.1 – Term and Date of Installation

The term for each unit of Equipment shall be the term stated on the applicable Order, with the commencement date based upon the actual Date of Installation. If the Date of Installation for a unit of Equipment is prior to the applicable Order start date, Xerox will bill the Customer for such Equipment on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement and the applicable Services Contract will apply as of the Date of Installation.

EQP 1.2 – Delivery and Removal and Suitability of Customer Facilities

Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware and, for Equipment or Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges will be at Customer's expense. The suitability of Customer Facilities for installation of Equipment or Third Party Hardware, including compliance with state and local building, fire and safety codes and any non-standard state or local installation requirements, is Customer's responsibility.

EQP 1.3 – RESERVED.

EQP 1.4 – RESERVED.

EQP 1.5 – Use and Relocation

For any Equipment or Third Party Hardware provided by Xerox, with the exception of Purchased Equipment for which Customer has paid in full, Customer agrees that: (a) the Equipment or Third Party Hardware shall remain personal property; (b) Customer will not attach any of the Equipment or Third Party Hardware as a fixture to any real estate; (c) Customer will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware or file or permit to be filed any lien against the Equipment or Third Party Hardware; and (d) Customer will not make any permanent alterations to the Equipment or Third Party Hardware. While Equipment or Third Party Hardware is subject to an Order, Customer must provide Xerox prior written notice of all Equipment or Third Party Hardware relocations and Xerox may arrange to relocate the Equipment or Third Party Hardware at Customer's expense. While Equipment or Third Party Hardware is being relocated, Customer remains responsible for making all payments to Xerox required under the applicable Order. All parts or materials replaced, including as part of an upgrade, will become Xerox's property. Equipment or Third Party Hardware cannot be relocated outside of the U.S. until Customer has paid in full for the Equipment or Third Party Hardware and has received title thereto. Notwithstanding anything to the contrary in the foregoing, to the extent the Equipment contains any Software, any relocation of such Equipment is subject to the terms and conditions set forth in the Software License Module of this Agreement.

EQP 1.6 – Supplier Equipment Provided

In the event Xerox provides Supplier Equipment to Customer, the following terms shall apply unless otherwise specified in an Order:

- a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to the Supplier Equipment. Customer will promptly notify Xerox, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The risk of loss or damage to the Supplier Equipment shall pass to Customer upon acceptance to the applicable Customer Facilities. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.
- b. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):
 - i. sell, charge, let or part with possession of the Supplier Equipment;
 - ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or
 - iii. make any changes or additions to the Supplier Equipment.
- c. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per EQP 1.1 above). If Equipment is terminated for any reason before the end of its minimum order term, the following termination charges shall apply: With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

EQP 1.7 – RESERVED.

EQP 1.8 – RESERVED.

EQP 1.9 – Removal of Hazardous Waste

Customer agrees to take responsibility for legally disposing of all hazardous wastes generated from the use of Third Party Hardware or supplies.

EQUIPMENT PURCHASE MODULE

EP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

EP 1.1 – Order

Orders for an outright purchase of Purchased Equipment shall include the unique Xerox-provided contract number and the number of this Agreement on all applicable ordering documents.

EP 1.2 – Title and Risk of Loss

Title and risk of loss or damage to the Purchased Equipment will pass to Customer upon acceptance at the applicable Customer Facilities.

EP 1.3 – Default

If Customer defaults under a XOA for Purchased Equipment, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due, plus all Transaction Taxes and fees, incurred by Xerox to enforce this Agreement. Customer shall also pay all reasonable costs, including attorney's fees, incurred by Xerox to enforce this Agreement.

EP 1.4 – Maintenance Services for Purchased Equipment

If Customer elects to receive Maintenance Services for Purchased Equipment, Customer shall do so under a separate Order under the Agreement for such Maintenance Services.

EP 1.5 – Agreement Provision Exclusions

The following Agreement provisions do not apply to Orders for an outright purchase of Purchased Equipment: Sections GEN 1.1(c)(ii) - (iii); GEN 1.6(b)-(f); GEN 1.7(b)(1); GEN 1.11; and EQP 1.6.

MAINTENANCE SERVICES MODULE

MS 1 – TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

In addition to the terms and conditions in the General (GEN) Module, and except as otherwise set forth in an Order, the following terms and conditions apply to provision of Maintenance Services.

MS 1.1 – Maintenance Services

As part of an Order for (a) stand-alone Maintenance Services related to Purchased Equipment, or (b) Maintenance Services related to Equipment to which Xerox does not hold title, or as a mandatory part of an Order for Equipment (other than Purchased Equipment) that includes Maintenance Services, Xerox or a designated service provider will provide the following Maintenance Services for Equipment. If Customer is acquiring Equipment for which Xerox does not offer Maintenance Services, such Equipment will be designated as "No Svc." This Module does not apply to maintenance of Third Party Hardware. Maintenance that Xerox provides on Third Party Hardware will be provided in accordance with the terms of the applicable Order.

The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (i) utilizing Customer-implemented remedies provided by Xerox; (ii) replacing Cartridges; and (iii) providing information to and implementing recommendations provided by Xerox telephone support personnel in those instances where Xerox is not providing on-site Equipment support personnel. If an Equipment issue is not resolved after completion of (i) through (iii) above, Xerox will provide on-site support as provided in the applicable Order.

MS 1.2 – Repairs and Parts

- a. Xerox will make repairs and adjustments necessary to keep the Equipment in good working order and operating in accordance with its written specifications (including such repairs or adjustments required during initial installation). Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship. Parts required for repair may be new, reconditioned, reprocessed or recovered.
- b. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridges for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

MS 1.3 – Hours and Exclusions

Unless otherwise set forth in an Order, Maintenance Services will be provided in areas accessible for repair services during Xerox's standard working hours. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories, or other products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; and (e) failure to perform operator maintenance procedures identified in operator manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

MS 1.4 – Installation Site and Meter Readings

In order to receive Maintenance Services for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or

workstation that either (a) has been provided by Xerox or (b) meets Xerox's published specifications. The Equipment installation site must conform to Xerox's published requirements. If applicable, unless otherwise set forth in an Order, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate them and bill Customer accordingly.

MS 1.5 – Remedy

Xerox will, for 5 years after the installation date of the Initial unit or the initial term of the Order, whichever is longer, replace the Equipment with an identical product or, at Xerox's option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). Customer's use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party.

MS 1.6 – End of Service

Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request.

SOFTWARE LICENSE MODULE

SW 1 – TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

In addition to the terms and conditions in the General (GEN) Module and Xerox General Terms and Conditions, the following terms and conditions apply to the license and use of Software and its associated Documentation.

SW 1.1

Third Party Software

Third Party Software is subject to license and support terms provided by the applicable Third Party Software vendor.

THIS AGREEMENT ADDENDUM ("Addendum") amends the [Agreement Type (e.g., Lease, Purchase, Rental)] Agreement between [Customer Name] ("Customer" or "you") and Xerox Corporation ("Xerox") identified by agreement number WS [Insert Worksheet Number] (the "Agreement").

1. The following is added at the end of the Section of the Agreement titled "SOFTWARE LICENSE":

"For MathWorks, Inc. ("MathWorks") software incorporated into the Software, these additional terms apply:

 - a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to you a license to install and use the MATLAB Compiler Runtime Libraries ("MCR"), solely and expressly for the purpose of running software created with the MATLAB Compiler (the "Application Software"), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
 - b. **LICENSE RESTRICTIONS.** You shall not modify or adapt the MCR for any reason. You shall not disassemble, decompile, or reverse engineer the MCR. You shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, you shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party's use of the MCR. You shall not sublicense, sell, or otherwise transfer the MCR to any third party. You shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.
 - c. **NO TECHNICAL SUPPORT.** Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.
 - d. **TERM AND TERMINATION.** This license shall automatically terminate upon your failure to comply with this license.
 - e. **EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising your rights under this license, you agree not to violate any such laws and regulations. You also represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
 - f. **U.S. GOVERNMENT LICENSEES:** You agree that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern your use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.
 - g. **ASSIGNMENT.** You may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.
 - h. **LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited.
 - i. **DISCLAIMER OF WARRANTIES.** The MCR is delivered "as is" and MathWorks makes, and you receive, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for your purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.
 - j. **APPLICABLE LAW:** The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
 - k. **ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and you. This license shall not supersede any product license you have with MathWorks for the MATLAB Compiler."
2. The following changes are made to the Section of the Agreement titled "FREEFLOW LICENSE":
 - a. The first two sentences in subsection 4. of this Section, which said sentences begin "The Copyright Management feature..." and "You will comply with...", respectively, are deleted and following is inserted in their place:

"The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM."
 - b. The following is added as subsection 7. to this Section:

"7. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

 - a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023>.
 - b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
 - c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
 - d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.
 - e. **No High Risk Use. WARNING:** The Windows Embedded 7 Standard operating system is not fault-tolerant. The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing

device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED."

3. Capitalized terms not defined in this Addendum have the meaning provided for them in the Agreement. Except as set forth above, the Agreement continues in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum controls.

[CUSTOMER NAME]

XEROX CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B, SAMPLE D&A CERTIFICATE (IN BILL OF LADING)

**NASPO VALUEPOINT MASTER AGREEMENT NO. 140606
AND THE STATE OF NEW MEXICO STATEWIDE PRICE AGREEMENT NUMBER
00-00000-19-00019
WITH Xerox Corporation**

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

Lease Agreement Instructions

If an agency or local public body is utilizing one of the State Purchasing Division's (SPD) Price Agreements as a vehicle to lease equipment, the State Purchasing Agent (SPA) and the applicable vendor must sign the "Master Lease Agreement". A notation will then be made on the Internet posting of the applicable Price Agreement that an approved and signed Master Lease Agreement with the vendor has been filed.

The SPA, the primary vendor and the third party vendor must also sign the "Offeror's Acknowledgment" document if an assignment of the lease to a third party is to occur. The agency/local public body and the vendor sign the "Lease Schedule" with reference given to the previously signed and filed Master Lease Agreement.

Example: If SPD went out to bid for a one-time lease of equipment on behalf of an agency, award of the contract by SPD would be contingent upon signing of the Master Lease Agreement and Lease Schedule by the parties to the contract, the user agency and the vendor. A copy of both signed documents would be added to the applicable procurement file.

MASTER LEASE AGREEMENT
APPROVED FOR USE BY NEW MEXICO STATE AGENCIES AND LOCAL PUBLIC BODIES

THE PURPOSE OF THIS MASTER AGREEMENT IS TO SET FORTH UNIFORM GENERAL TERMS AND CONDITIONS UPON WHICH LESSOR SHALL LEASE TO LESSEE, AND LESSEE SHALL LEASE FROM LESSOR, XEROX CORPORATION. WHEN LEASE REFERS TO SOFTWARE LICENSED TO LESSEE IT SHALL BE UNDERSTOOD THAT SAID SOFTWARE SHALL CONTINUE TO BE OWNED BY LICENSOR AS MAY BE SET FORTH IN ANY APPLICABLE AND ATTACHED SOFTWARE LICENSE AGREEMENT. LESSEE AND LESSOR ARE SOMETIMES REFERRED TO IN THIS AGREEMENT INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES".

This lease agreement is entered into by and between:

The LESSOR Xerox Corporation

with its principal address at 201 Merritt 7

Norwalk, CT 06851

and

The LESSEE State of New Mexico

with its principal address at 1100 St. Francis Drive, Suite 2016, Santa Fe, NM 87505. This lease agreement is made and entered into within THE STATE OF NEW MEXICO where said leased Equipment shall be located and it shall become effective on March 31, 2020.

LESSOR AND LESSEE AGREE THAT ANY LEASE ENTERED INTO UNDER THE PROVISIONS OF THIS MASTER LEASE AGREEMENT IS A "TRUE LEASE" WITH AN OPTION TO PURCHASE EQUIPMENT AT FAIR MARKET VALUE, AND IS NOT AN INSTALLMENT OR FINANCING AGREEMENT.

1. **COMMENCEMENT PROCEDURES:** Subject to other terms and conditions contained in this Master Agreement and the applicable Schedule(s) as may be attached hereto and made a part of this Master Agreement, Lessee shall enter into individual Leases (hereafter defined) with Lessor as follows:

- (a) Execution of Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Schedule in the Form of Exhibit A (the "Schedule") with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule (other than items of system Software, which shall be deemed to be items of Software leased under the Schedule pursuant to which the related items of Equipment are leased). Each Schedule, when executed by both Lessor and Lessee, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease") which incorporates in full the terms and conditions of this Master Agreement and which is, enforceable according to its terms. In the event of any conflict between the terms of this Master Agreement and such Schedule, the provisions of the Master Lease Agreement shall govern.

(b) **Acceptance; Initial Term of Lease(s).** Lessee shall accept the Equipment subject to a Lease in accordance with Section 2. The Initial Term of each Lease shall begin on the Acceptance Date of the Equipment and shall continue for the period described in the applicable Schedule unless a Non-appropriation or other Cancellation provision shall have occurred. PURSUANT TO SECTION 13-1-150, NMSA 1978, The parties hereto agree that a multi-term contract (LEASE), in an amount under twenty-five thousand dollars (\$25,000), may be entered into for any period of time deemed to be in the best interests of the state agency or a local public body not to exceed four years; provided that the term of the contract (LEASE) and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting (LEASING). If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight years, including all extensions and renewals.

2. **SELECTION; ACCEPTANCE OF EQUIPMENT.** Lessee acknowledges that the Equipment is of a size, design, capacity and manufacturer selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor and that the Manufacturer/Supplier is not an agent of Lessor. Lessee further acknowledges either (a) that Lessee has reviewed and approved any written purchase order, supply contract or purchase agreement ("Purchase Document"), covering the Equipment purchased from the Manufacturer/Supplier for lease to Lessee; or (b) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Manufacturer/Supplier; (ii) that the Lessee may have rights under the Purchase Document; and (iii) that the Lessee may contact the Manufacturer/Supplier for a description of such rights that Lessee may have under the Purchase Document. Lessee agrees to inspect all Equipment no later than thirty (30) days after the delivery thereof to Lessee or, if acceptance requirements for such Equipment are specified in the applicable Purchase Document, as soon as reasonably practicable after being advised by the Manufacturer/Supplier (seller) that such requirements have been met. Lessee further agrees to complete, execute and deliver to Lessor either (i) an Acceptance Certificate after its satisfactory completion of such inspection or (ii) written notification of any defects in the Equipment.

3. **DEFINITION OF TERMS.** All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:

"Acceptance Date" means the date set forth in the Certificate of Acceptance as the date Lessee accepted the Equipment in accordance with Section 2 of this Master Agreement and in accordance with Laws of New Mexico, Section 13-1-158 NMSA 1978.

"Assignee" means any assignee of all or any portion of Lessor's interest in this executed Master Agreement to Lease, any Schedule or any Equipment as may be mutually agreed to by the parties to this executed agreement.

"Casualty Loss" means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

"Casualty Value" or "Full Insurable Value" means, as to any Equipment, the full replacement value of the Equipment (reasonable wear, tear and depreciation resulting from normal and proper use excepted).

"Daily Rent" means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360-day year and 30 day months).

"End-of-Term Notice" means, as to any Lease, a written notice delivered by Lessee to Lessor at least 90 days prior to the end of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term setting forth Lessee's elections pursuant to Section 4 of this Master Agreement with respect to the Equipment subject to such Lease. Each End-of-Term Notice shall specify with particularity the Units of Equipment to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

"Equipment" means, as to any Lease, items of Hardware, Software or both as may be specified in the appropriate Schedule.

"Equipment Location" means, as to the Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule or in any subsequent notice delivered to Lessor if applicable.

"Fair Market Value" means the total price that would be paid for any specified Equipment in an arm's length transaction between an informed and willing buyer under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"Fair Rental Value", if and when applicable, means the amount of periodic rent that would be payable for any specified Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease/rent. Such amount shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"First Payment Date" means, as to any Lease, the date the first Rent payment with respect to the Initial Term of such Lease is due, as determined pursuant to the terms of the applicable Schedule.

"Fiscal Period" shall mean that period of time as defined in a Schedule.

"Fiscal Year" means, as to any Lease involving state agencies, July 1 to June 30 of any given year.

"Fundamental Agreements" means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

"Hardware" means items of tangible personal property (equipment).

"Initial Term" means, as to any Lease, the initial term thereof as specified in the related Schedule.

"Lease" with regards to this Master Agreement has the meaning "true lease".

"Lessee" means one that holds property under a lease.

"Lessor" means one that conveys property by lease.

"License Agreement" means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.

"Manufacturer/Supplier" means as to any Equipment, the Seller and the Manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

"Master Agreement" has the meaning specified in the preamble hereto.

"Material Agreements" means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, Manufacturer/Supplier and Lessee, and Manufacturer/Supplier and Lessor, and any, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

"Non-Appropriation" has the meaning specified in Section 7.

"Purchase Document" has the meaning specified in Section 2.

"Rent" means the payment by Lessee to Lessor of money for the lease of Equipment covered by the Schedule.

"Software" means all software or computer programs that accompany or constitute all or a portion of any Equipment or are provided by or on behalf of any vendor or licensor to Lessee with respect to any Equipment, and all modifications, additions, supplements, translations, derivative works, and full or partial copies of any thereof, regardless who prepared the same, and code with respect thereto, whether embodied in or contained on magnetic tape, disk, semiconductor device, or any other device or machine.

"Taxes" means New Mexico gross receipts taxes, but does not mean any interest or penalty assessed against the Lessor for failure to pay N.M. gross receipts taxes. (Amended 03/14/07).

"Term" means the term thereof as specified in the related Schedule.

"UCC" means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

"Unit of Equipment" means, as to the Equipment leased pursuant to any Schedule a) each individual item of PC Equipment leased pursuant to such Schedule, and b) all Equipment leased pursuant to such Schedule other than PC Equipment taken as a whole.

4. LESSEE'S END-OF-LEASE-TERM OPTIONS. Lessee shall have the following options in respect of each Lease at the end of the Initial Term:

- A. **Purchase Option.** Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to purchase any or all Units of Equipment then subject to such Lease for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the then applicable Term. Lessee's right to purchase said Equipment is contingent upon all of the following:
 - (1) No Lessee Default shall have occurred and be continuing;
 - (2) Lessor shall have received Lessee's notice of intent to purchase at least 90 days prior to the expiration of the Initial Term; and
 - (3) Lessee shall remit such Fair Market Value amount for Equipment to Lessor in immediately available funds on or before the last day of the then applicable Term. The Lease with respect to such Units of Equipment shall terminate and Lessor shall transfer all of its interest in such Equipment to Lessee "As is, Where is," without any warranty, express or implied, from Lessor.
- B. **Return.** Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to return any or all of the Units of Equipment then subject to such Lease. Lessee shall pack the Equipment to be returned to Lessor in accordance with manufacturer's guidelines and deliver such equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be

borne by Lessee. In the case of any Software or License Agreement subject to a Schedule, Lessee shall immediately de-install and deliver to Lessor all Software, together with the original Certificate of Authenticity issued by the licensor of such Software, if any, unless such Certificate of Authenticity was previously delivered to Lessor. All Equipment shall be returned to Lessor on the last day of the Initial Term in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.

5. **RENT; LATE CHARGES.** As Rent for the Equipment, Lessee shall pay Lessor the amounts on the due dates set forth in the Schedule. Lessor and Lessee agree that any interest on Late Payments shall be paid by Lessee in accordance with the payment provisions of the New Mexico Procurement Code, Section 13-1-158, NMSA 1978.
6. **CANCELLATION.** Consistent with applicable New Mexico Laws, Lessee reserves the right to cancel this Lease at the end of any Fiscal Year, without penalty. Unless some unforeseen circumstance arises which Lessee shall document, Lessee will give Lessor 60 days prior written notice of such termination. (Amended 10/10/01). (Amended 5/13/02).
7. **TERMINATION FOR NON-APPROPRIATION.** Notwithstanding anything in this Master Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by Lessee's governing body or are otherwise unavailable in any Fiscal Year for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee. It is up to the state agency or local public body (the Lessee) to determine sufficiency of funds, which determination shall be accepted by the Lessor and is final. Lessee shall give Lessor or its assignee written notice at least forty-five (45) days in advance of such occurrence. (Amended 5/13/02).
8. In the event of such termination as reflected in Sections 6 and 7 above, Lessee shall immediately cease all use of the Equipment, and shall immediately make arrangements with Lessor or its designee to de-install, disassemble, pack, crate, insure and return the Equipment to Lessor at any destination within the continental United States designated by Lessor. Any expenses and/or risks associated with returning equipment to Lessor shall be borne solely by Lessee. Such equipment shall be in good repair and in the same condition as when received by Lessee, reasonable wear, tear and depreciation resulting from normal and proper use excepted. (Amended 10/10/01).
9. **EQUIPMENT OWNERSHIP; LIENS; LOCATION.** As between Lessor and Lessee, Lessor is the sole owner of the Equipment and has sole title thereto; Lessee shall not make any representation to any third party inconsistent with Lessor's sole ownership of the Equipment. Lessee covenants with respect to each Lease that: A) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; B) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent, and C) Lessee shall maintain the Equipment so that it may be removed from any building in which it is placed without damage to the building or the Equipment. Lessee may relocate any Equipment from the Equipment Location specified in the applicable Schedule to another of its location upon prior written notice to Lessor specifying the new Equipment Location, provided Lessee remains in possession and control of the Equipment. Only Lessor or

its designee shall provide for the moving of any leased equipment covered by this Master Lease Agreement. (Amended 10/10/01).

10. **ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES.** To the extent permitted and so long as no Event of Default has occurred and is continuing, Lessor hereby assigns to Lessee, for the total term of any Lease, all Equipment warranties provided by any Manufacturer/Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor, as owner of the Equipment, shall, upon Lessee's request, take reasonable steps to enforce such warranties at costs to be borne by Lessor.
11. **EQUIPMENT USE AND MAINTENANCE.** (THIS PROVISION SHALL NOT APPLY TO SOFTWARE MAINTENANCE WHICH SHALL BE ADDRESSED SEPARATELY IN A LICENSE AGREEMENT). Lessee is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping, if applicable. Lessee shall at all times operate and maintain the Equipment in good working order, repair and condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal working hours, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessee shall, at its expense, affix and maintain in a prominent position on each item of Equipment such tags or labels to indicate Lessor's ownership of the Equipment. Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms and with a provider approved by Lessor. (Amended 10/10/01).
12. **ALTERATIONS AND ADDITIONS TO EQUIPMENT.** Lessee shall make no alterations or additions to Equipment, except those that a) will not void any warranty made by the Manufacturer/Supplier, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value of use of the Equipment either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment; or b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Equipment, become a part of the Equipment and Lessor's property at the time made; Optional Equipment which have not been removed prior to return of the Equipment shall become Lessor's property.
13. **INSURANCE.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee agrees to keep the Equipment insured at Lessee's expense against all risks or loss from any cause, including without limitation, theft and damage. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may self insure against such risk provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers. Lessee will provide to Lessor proof of such coverage. (Amended 10/10/01).
14. **RISK OF LOSS.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee shall bear the entire risk of loss with respect to any Equipment damage, destruction, loss, or theft whether partial or complete. No event of loss shall relieve Lessee of its obligation to pay Rent under any Schedule. If any item of

Equipment is damaged, Lessee shall promptly notify Lessor and, at Lessee's expense, within sixty (60) days of such damage, cause to be made such repairs as are necessary to return such item to its previous condition. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. If Lessee pays the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as to the Equipment suffering the Casualty Loss. After receipt of such Stipulated Loss Value by Lessor or its assigns, the Equipment for which Stipulated Loss Value was received shall be conveyed to Lessee AS IS, WHERE IS and free and clear of all liens and encumbrances created by or arising through Lessor, but otherwise, WITHOUT FURTHER WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE.

15. **TAXES.** Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be paid by Lessee. Lessee shall promptly reimburse Lessor for all such Taxes paid by Lessor and invoiced to Lessee, together with any penalties or interests in connection therewith attributable to Lessee's acts or failure to act.
16. **INDEMNIFICATION.** Lessor shall hold the State of New Mexico, participating entities and its agencies and employees harmless and shall indemnify the State of New Mexico, participating entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney costs for personal injury or damage of property arising from the acts or omissions of the Lessor, its agents, officers, employees or subcontractors. Lessor shall not be liable for damages that are the result of negligence by the State of New Mexico, the participating governmental entities, or its employees. To the extent permitted by law, procuring agencies, Lessees, are responsible for their own acts errors or omissions pertaining to this Indemnification provision.
17. **DISCLAIMERS.** Lessee leases the equipment from Lessor "As is, Where is". It is specifically understood and agreed that Lessor makes no representations or warranties, express or implied, including without limitation, any representation or warranties with respect to the design, compliance with specifications, quality, operation or condition of any Equipment or any part thereof. The merchantability or fitness of equipment for a particular purpose, or issues regarding patent infringement, title or like which are rightly the responsibility of the Manufacturer/Supplier.
18. **DEFAULT.** Lessee - The occurrence of any of the following shall constitute default under a Schedule: a) nonpayment by Lessee of Rent or any other sum payable by its due date; b) failure by Lessee to perform or observe any other term, covenant or condition of this Master Lease Agreement, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; c) insolvency by Lessee; d) any representation or warranty made by Lessee in this Master Lease Agreement, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment shall be untrue; or e) a termination of any applicable software license agreement.

Lessor – Any of the following shall constitute default by Lessor under this Master Lease Agreement: a) Lessor breaches its covenant of quiet enjoyment and fails or is unable to cure such breach within ten (10) days after written notice thereof from Lessee; b) Lessor fails to pay Manufacturer/Supplier within thirty (30) days after Lessor's receipt of a properly executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under a Lease; c) Lessor makes an assignment for the benefit of creditors.

19. **REMEDIES.** If a Default occurs, Lessor may do one or more of the following; (a) cancel or terminate this Lease; (b) require Lessee to immediately pay Lessor all Rent payments due up until the time of Default; (c) require Lessee to deliver, at its expense, the Equipment to Lessor in accordance with Section 4 (B) of this Master Agreement; (d) Lessor or its agent may peacefully repossess the Equipment without court order; or (e) Lessor may exercise any other right or remedy available at law or in equity. If Lessor Defaults, Lessee has the right to cancel or terminate this Lease effective immediately at no cost to the Lessee. In the event of Lessor's Default, Lessor shall be responsible for all costs associated with reclaiming and return of Equipment.
20. **ASSIGNMENT.** Lessor shall not sell, assign, pledge, transfer, mortgage or otherwise convey part of its interest in this Master Agreement, any Schedule or any Equipment, in whole or in part, without prior notice and consent of Lessee which shall not be unreasonably delayed. Each such Assignee will be entitled to all of Lessor's rights, however, unless otherwise agreed to by Lessor and Assignee, Assignee shall not be obligated to perform such obligations of Lessor under this Master Agreement. Lessee and Lessor further acknowledge that any assignment or transfer by Lessor shall not materially change Lessor's or Lessee's obligations under the assigned Lease. Without the prior written consent of Lessor, Lessee will not a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Master Lease Agreement or the Equipment, b) sublet the Equipment, or c) permit the Equipment to be used for any purpose not permitted by this Master Lease Agreement. (Amended 4/4/02).
21. **GOVERNING LAW.** This Master Agreement and each Lease shall be governed by the Laws of the State of New Mexico.
22. **SUPREMACY.** This Master Lease Agreement incorporates any other agreement whatsoever entered into pursuant to this Master Lease Agreement whether attached or unattached; however, in the event of any conflict or inconsistency between any term in this Master Lease Agreement and any term set forth in any other agreement entered into pursuant to this Master Lease Agreement whether attached or unattached, the terms of this Master Lease Agreement shall control.

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS MASTER AGREEMENT ON
THE DATES SPECIFIED BELOW.

LESSOR: Xerox Corporation

BY (Name and Title): John Howe, VP Finance *John Howe* DATE: March 17, 2020

LESSEE: State of New Mexico

BY (Name and Title): *[Signature]* DATE: 3/18/20

DIRECTOR, STATE PURCHASING

OFFEROR'S
ACKNOWLEDGEMENT

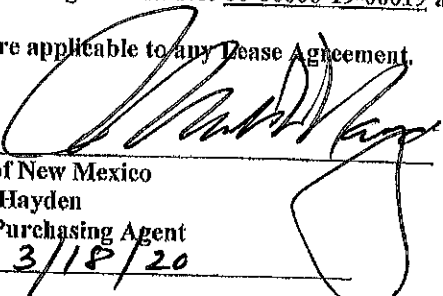
WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offeror(s) to provide Copiers for the State of New Mexico and the governmental entities therein.

WHEREAS, Xerox Corporation, hereinafter referred to as "Lessor", was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 00-00000-19-00019.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to Xerox Corporation who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and Xerox Corporation hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 00-00000-19-00019 and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: 
By: State of New Mexico
Mark Hayden
State Purchasing Agent
Date 3/18/20

Signature: John Howe
By: Xerox Corporation
John Howe
Vice President, Finance
Date March 17, 2020

Approved for use by New Mexico State Agencies and Local Public Bodies
Exhibit A to Master Lease Agreement

Master Lease Agreement Number: 00-00000-19-00019

Schedule Number: _____

State and Local Government Master Lease Purchase Agreement

SCHEDULE

_____(“Lessor”) and _____(Lessee”) are parties to the State and Local Public Bodies Agreement identified by the Master Lease Agreement Number specified above (the Master Lease Agreement). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Lease Agreement comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this schedule without definition have the meaning ascribed to them in the Master Agreement. As with the Master Lease Agreement, Lessor and Lessee agree that any Lease entered into under the provisions of the Schedule is a “True Lease” with an option to purchase equipment at fair market value, and is not an installment or financing lease agreement.

1. Lease.

A. Description of Items of Lease Equipment Total Cost

B. Term: _____Months (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter in which the Acceptance Date occurs).

2. Rent _____.

3. Pricing Expiration Date: _____Lessor’s obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before pricing Expiration Date.

4. Equipment Location: _____

5. Seller: _____

6. Additional Provisions: _____

7. Fiscal Period: (Annual) _____

Lessor agrees to Lease and Lessee agrees from Lessor the Equipment described in Section 1.A above. Such Lease will be covered by the Master Agreement and this Schedule including important additional terms and conditions set forth above, if any. In the event of any conflict between the terms and conditions of this Schedule and the Master Lease Agreement, the terms of the Master Lease Agreement shall govern.

Lessee:

By: _____

(Name and Title)

Date: _____

Lessor:

By: _____

(Name and Title)

Date: _____