State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Contractor
0000012697
Toshiba America Business Solutions, Inc.
9740 Irvine Blvd
Irvine, CA 92618
Attn: Christina Fisher
Telephone No. 949-462-6325

Price Agreement Number: 50-000-15-00068
Payment Terms: Net 30
F.O.B.: Destination
Delivery: See Contract

Procurement Specialist: Debra Saiz
Telephone No.: 505-827-0521

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

Invoice:
As Requested

Title: Copiers, Printers, & Related Devices

Term: August 01, 2016 to December 31, 2019

This Price Agreement is made subject to the “terms and conditions” shown on the attached pages as indicated in this Price Agreement.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 08/01/2016

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION

COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Toshiba America Business Solutions, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of New Mexico
50-000-15-00068
(hereinafter "Participating State")

1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

2. Contractor has been awarded devices and services in the following categories:
   Group A – Convenience Copiers

3. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

The parties agree that Section 14.b of the Master Agreement is modified with the following:

a.) The parties agree that Section 14.b.2 of the Master Agreement is changed with the following:

1. Sentence three (3), is replaced with the following: "Otherwise, the Contractor shall have control over the defense and settlement of it."

2. In sentence four (4) after "However," the following is inserted: "regarding the settlement of such claim".

3. Sentences six (6) and seven (7) are replaced with the following: "If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If
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Contractor determines that none of these alternatives is reasonably available, Indemnified Party agrees to return the Product to Contractor on its written request. Contractor will then give Indemnified Party a credit equal to Indemnified Party’s net book value provided Indemnified Party has followed generally-accepted accounting principles.

This is Contractor’s entire obligation to Indemnified Party regarding any claim of infringement.”

The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one percent (1%) of all total sales for New Mexico State and Local Public Bodies for this contract. Checks should be made payable to the State of New Mexico.

The Administrative Fee is based upon:

- The sales of all equipment and software (including leases);
- Services and supplies billings;
- Equipment short Term Rental revenue stream and;
- Cancelable rental revenue stream

In accordance with the following schedule:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Period</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>July 1 - September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>Second</td>
<td>October 1 - December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>Third</td>
<td>January 1 - March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>Fourth</td>
<td>April 1 - June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

Section 1.5 Excluded from Contract
- Managed Print Services
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• Cameras
• Interactive White Boards
• Micrographic Equipment
• Overhead Projectors

Non-discrimination:
Vendors doing business with the State of New Mexico must be in compliance with the
Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with

The Procurement Code:
Sections 13-1-28 through 13-1-199 NMSA 1978 of the New Mexico State Procurement Code,
imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal
statutes impose felony penalties for bribes, gratuities and kickbacks.

Section 3.3 Project Provisions

Section 3.5 Service Requirements

4. Leases: See attached Master Lease Agreement, Offerors Acknowledgement, and
Exhibit A to be used in addition to the Master Price Agreement. This Master Lease
Agreement and exhibit A will become a mandatory requirement of award 50-000-15
00068

a. Contractor may assign, solely for financing purposes, their rights to payment to
the equipment. Any such assignment however, does not excuse Contractor from
bearing any obligation, term and condition as outlined under the NASPO
ValuePoint terms and conditions or the Master Lease Agreement. For financing
purposes vendor must agree by signing Acknowledgement forms.
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5. Primary Contacts: The primary contact individuals for this participating addendum
are as follows (or their named successors):

<table>
<thead>
<tr>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Local Contact for Billing and Customer Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Fax</td>
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<tr>
<td>E-mail</td>
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</table>

<table>
<thead>
<tr>
<th>Participating Entity</th>
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</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
</tbody>
</table>

6. Authorized Dealers:
All Toshiba America Business Solutions, Inc. dealers and resellers authorized in the
State of New Mexico, as shown on the dedicated Toshiba America Business Solutions,
Inc. (cooperative contract) website, are approved to provide sales and service support
to participants in the NASPO ValuePoint Master Price Agreement. The Toshiba America
Business Solutions, Inc. dealer’s participation will be in accordance with the terms and
conditions set forth in the aforementioned Master Agreement. An Authorized Service
Provider shall be deemed “Contractor” under this PA for any PO issued directly to and
accepted by such Authorized Service Provider and all references in the Lease
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Agreement to Toshiba shall be deemed to refer to such Authorized Service Provider.

Please see attached list of authorized Toshiba America Business Solutions, Inc. dealers.

7. Purchase Order Instructions:
Orders can be made out to (a) Toshiba America Business Solutions, Inc. or (b) Authorized Service Providers as approved by Toshiba America Business Solutions, Inc. and the State of New Mexico.

All orders should contain the following (1) Mandatory Language “PO is subject to NASPO ValuePoint Contract resulting from RFP # 3091 and the State of New Mexico Contract # 50-000-15-00068” (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount (4) If Leased, type of Lease (FMV, Operational, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service Program selected and rates.

Please channel your PO through the manufacturer or one of our authorized dealers so they can arrange for proper ordering and installation of the ordered unit.

Unless otherwise agreed upon by both parties in writing, signing the delivery and acceptance certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. Contractor will be allowed a thirty (30) day cure period upon receipt of such notification to address any such billing issue. Invoices that require update due to information being received incorrectly or late from the Buyer, are not considered inaccurate.
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For Toshiba Orders:

<table>
<thead>
<tr>
<th>Address Purchase Orders to:</th>
<th>Purchases Remit Payment to:</th>
<th>Leases Remit Payment to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toshiba America Business Solutions, Inc.</td>
<td>For Buyer's ZIP Code 85000 - 99999</td>
<td>Address listed on Invoice</td>
</tr>
<tr>
<td>Attn: Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9740 Irvine Blvd.</td>
<td>Toshiba America Business Solutions, Inc.</td>
<td></td>
</tr>
<tr>
<td>Irvine, CA 92618</td>
<td>Electronic Imaging Div.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>File #91399</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Los Angeles, CA 90074-1399</td>
<td></td>
</tr>
</tbody>
</table>

For Authorized Service Provider Orders, address to and remit payments as shown on the dedicated Toshiba (cooperative contract) website or, in the case of lease payments, to the address listed on the invoice.

8. Service Level Agreement is set forth in Exhibit B attached hereto and incorporated by reference.

9. Toshiba / NASPO ValuePoint Master Full Service Maintenance Agreement:
   Notwithstanding anything to the contrary in the Master Agreement, Buyers are subject to Toshiba / NASPO ValuePoint Maintenance Agreement attached and incorporated herein as Exhibit C. For leasing purposes only, Service maintenance agreement should be included.

10. Unless otherwise agreed, software is provided subject to the terms and conditions of the license applicable to such software.

11. Meter Collection Methods:
   As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring services using technology such as FMAudit or LFM. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement
12. **Insurance:**
Contractor will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers’ Compensation Insurance for Contractor employees, including coverage required under the State’s and Federal Laws; (b) Employer’s Liability Insurance with limits of a minimum of: (i) $1,000,000 for each accident for bodily injury by accident, (ii) $1,000,000 for bodily injury by disease, and (iii) $1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance that includes the State as an additional insured with limits of: (i) $1,000,000 per occurrence for bodily injury and property damage and (ii) $2,000,000 annual aggregate.

13. **Audit Rights:**
Upon the prior written request of the State/Entity during the term of this Agreement, Contractor will provide copies of the documentation that is reasonably necessary for the State/Entity to confirm its payment obligations under any invoice. Contractor will assist the State/Entity in connection with its efforts to verify the completeness and accuracy of the invoices and billings. In no event, however, will Contractor be obligated to disclose any confidential information not directly pertaining to the invoice in question.

14. **Price Agreement Number:**
All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 50-000-15-00068 and the Lead State price agreement number: 3081.

15. **Individual Customer:**
Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their
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own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected unless accepted by signature of both Buyer and Contractor as stated in Section 7 of this PA. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

<table>
<thead>
<tr>
<th>Participating State:</th>
<th>Contractor: Toshiba America Business Solutions, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name: Ann A Silva</td>
<td>Name: Michael Torcaso</td>
</tr>
<tr>
<td>Title: Buyer, Chief</td>
<td>Title: Executive CFO and CIO</td>
</tr>
<tr>
<td>Date: 8/2/16</td>
<td>Date: 05/31/2016</td>
</tr>
</tbody>
</table>
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If you have questions about this Participating Addendum or the participation process, please contact:

<table>
<thead>
<tr>
<th>Name</th>
<th>Paul Stembler, Cooperative Development Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>(651) 206-3858</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:Paul.stembler@wsca-napo.org">Paul.stembler@wsca-napo.org</a></td>
</tr>
</tbody>
</table>

[Fully executed PDF copy of this document should be emailed to PA@wsca-napo.org to support documentation of participation and posting in appropriate data bases]
Toshiba Authorized Dealers

PTS Office Systems, Inc.
www.ptsofficesystems.com

2840 N. Telshor
Las Cruces, NM 88011

Ph: 505-524-4384

Southwest Copy Systems
www.southwestcopy.com

4545 McLeod Rd. NE
Albuquerque, NM 87109

Ph: 505-344-8211