State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor:  
0000008584  
Xerox Corporation  
45 Glover Avenue  
Norwalk, CT 06856-4505  
Telephone No.: (203) 968-3000 or (480) 588-8313

Price Agreement Number: 50-000-15-00069
Price Agreement Amendment No.: Three
Term: July 1, 2015 – December 30, 2019

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

Invoice:  
As Requested

Procurement Specialist: Debra Saiz
Telephone No.: (505) 827-0521
Email: DebraS.Saiz@state.nm.us

Title: Copiers, Printers & Related Devices

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

Correct term date to reflect the correct expiration date of December 30, 2019.

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

[Signature]

Mark Hayden, New Mexico State Purchasing Agent

Date: 5/24/2019

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 VL
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
000008584  
Xerox Corporation  
45 Glover Avenue  
Norwalk, CT 06856-4505  
Telephone No. 203-968-3000 or 480-588-8313

Price Agreement Number: 50-000-15-00069  
Price Agreement Amendment No.: Two  
Term: July 12015 – June 30, 2019

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

Invoice:  
As Requested

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

Title: Copiers, Printers & Related Devices

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

This amendment is issued to reflect the following effective modifications immediately.

Add the following clause into the Price Agreement pursuant to the NASPO Master Agreement Cancellation Clause and the New Mexico Master Lease Agreement:

6. Cancellation:
Consistent with applicable New Mexico laws, Lessee reserves the right to cancel this lease:

A. 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).

B. Lessee further reserves the right to cancel this lease for convenience if lessee determines it is in the best interest of the State to do so when such need is necessitated due to changed funding to the Lessees governing body. It is up to the State Agency or LPB (the lessee) to determine when this situation arises and such determination shall be accepted by the lessor and is final. Lessee shall give lessor or its assignee written notice at least 45 days in advance of such occurrence.

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

Accepted for the State of New Mexico

Date: 08/22/2017

New Mexico State Purchasing Agent

NM State Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
0000008584  
Xerox Corporation  
45 Glover Avenue  
Norwalk, CT 06856-4505  
Telephone No. (203)-968-3006  
(480)-588-8313

Price Agreement Number: 50-000-15-00069  
Price Agreement Amendment No.: One  
Term: March 2, 2016 - December 31, 2019

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

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

Invoice:  
As Requested

Title: Copiers, Printers, & Related Devices

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

This amendment is issued to reflect the following effective immediately:

See attached for updated Authorized Providers for Xerox Corporation dated March 9, 2016.

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

[Signature]  
New Mexico State Purchasing Agent

Date: 03/11/2016

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
Xerox New Mexico Authorized Providers
Updated 3/9/2016

Xerox Corporation
7000 Prospect Place NE Suite A
Albuquerque, NM 87110
Nicholas Warren
Office: 505-677-1236
Nicholas.warren@xerox.com

Lewan Technology
1551 Mercantile Ave. NE #D
Albuquerque, NM 87107
Tom Faifer
Office: 800-540-233
Fax: 505-828-1115
tom.faifer@lewar.com

Southwest Office Solutions, Inc.
100 Sun Ave NE Suite 650
Albuquerque, NM 87109
Shauni Williams
Office: 505-661-2554
Fax: 505-661-2557
E-Mail: swilliams@sos-nm.com

Premier Office Technologies
2010 N. Sullivan Ave.
Farmington, NM 87401
Carrie Dobbs
Office: 505/326-2772
Fax: 505/325-0246
cdobbs@premierofficetechnologies.com

Gallup Printing and Office
105 West Coal
Gallup, NM 87301
Joe Meyers
Office: 505/863-5588
Fax: 505/863-2649
mjd93@questoffice.net

Southwest Office Solutions Inc.
1789 Central Ave. Suite 4
Los Alamos, NM 87544
Shauni Williams
Office: 505-661-2554
Fax: 505-661-2557
E-Mail: swilliams@sos-nm.com
Kopy-Fax Store
3577 Highway 47
Peralta, NM 87042
Kent Saul
Office: 505/865-8312
Fax: 505/865-6969
kent.saul@officesalesagent.com

Benchmark Business Solutions
301 N. Main St
Roswell, NM, 88201
Chris Chandler
Office: 575-627-6785
Fax: 575-627-0063
cchandler@benchmarkyouroffice.com

Lewan Technology
2438 Camino Entrada #100
Santa Fe, NM 87507
Tom Faifer
Office: 800-540-233
Fax: 505-828-1115
tom.faifer@lewan.com

Heckler Company
1115 N Grant St
Silver City, NM 88061
Cathy Heckler
Office: 575-313-0203
Fax: 877-441-4113
cathy@dondinc.com

Aspen Business Systems, Inc.
216 Paseo Pueblo Norte, Suite L
Taos, NM 87571
Brian Estes
Office: 575/758-0804
Fax: 575/785-0806
bestes@taosnet.com

TOLL FREE SERVICES
- Customer Service/Billing - Billing issues
  Phone: 800.435.6333
  Fax: 888.323.6556

- Xerox Service/Support - for Equipment Service issues
  Phone: 800.822.2979

- Xerox Metered Supplies/Auto Replenishment - Order Metered Supplies
Phone: 300.599.2198  
Fax: 877-677-7009

- **Xerox E-Support Team** - Support inquiries related to online meter readings & invoice retrieval  
  Phone: 1-888-998-9922  
  Fax: 1-672-420-5194  
  Email: cbo@pahv.xerox.com

- **Customer Relations Hot Line** - Customer issues that can not be resolved by above numbers  
  Phone: 1-877-979-8498
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000008584
Xerox Corporation
45 Glover Avenue
Norwalk, CT 06856-4505
Telephone No. (203)-968-3000
(480)-588-8313

Price Agreement Number: 50-000-15-00069
Payment Terms: Net 30
F.O.B.: See Contract
Delivery: See Contract

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

Invoice:
As Requested

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

Title: Copiers, Printers, & Related Devices

Term: March 2, 2016 - December 31, 2019

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New México State Purchasing Agent

Date: 03/08/2016

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
Xerox Corporation
Nevada RFP 3091
(hereinafter "Contractor")

And

State of New Mexico
50-000-18-00069
(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.

Contractor has been awarded devices and services in the following categories:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group D - Printers

2. **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.

3. **Participating State Modifications or Additions to Master Agreement:**

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

NM SPD Versions 2015-12-14
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter “Lead State”)

MASTER AGREEMENT
Xerox Corporation
Nevada RFP 3091
(hereinafter “Contractor”)

And

State of New Mexico
50-000-15-00069
(hereinafter “Participating State”)

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>

Nondiscrimination:
Vendor 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 Disabilities Act of 1990 (Public Law 101-336).

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

Section 3.3 Project Provisions

Section 3.5 Service Requirements
If there are any terms and conditions, which conflict with individual state or political subdivisions procurement laws, the parties will need to negotiate and amend the PA as appropriate.
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter “Lead State”)

MASTER AGREEMENT
Xerox Corporation
Nevada RFP 3091
(hereinafter “Contractor”)

And

State of New Mexico
50-000-15-00069
(hereinafter “Participating State”)

4. Leases
See attached Master Lease Agreement, Offerors Acknowledgement, and
Exhibit A to be used in addition to the “Master Agreement”#3091. This Master Lease
Agreement and Exhibit A will become a mandatory requirement of award 50-000-15
00069 and are subject to the terms of the Master Agreement.

5. Primary Contacts: The primary contact individuals for this participating addendum are
as follows (or their named successors):

| Xerox National Contract Manager for Master and Participating Addendums |
|---------------------------|------------------------------------------------------------------------------------------------|
| Name                     | Annie Van Gilder, Naspo ValuePoint National Contract Manager for Xerox Corporation               |
| Address                  | 6120 E. Roland Street  Mesa, AZ 85215                                                        |
| Telephone                | 480-588-8313                                                                                   |
| E-mail                   | annie.vangilder@xerox.com                                                                     |

| Xerox Local Contract Support |
|-----------------------------|------------------------------------------------------------------------------------------------|
| Name                        | Ouida Goodwin                                                                                  |
| Address                     | 7000 Prospect Place NE Suite A                                                                 |
| Telephone                   | 801-838-8528                                                                                   |
| E-mail                      | Ouida.Goodwin@Xerox.com                                                                        |

| Participating Entity        |
|-----------------------------|------------------------------------------------------------------------------------------------|
| Name                        | Debra Saiz, IT Procurement Specialist                                                           |
| Address                     | 1100 St. Francis Drive, Room 2016, Santa Fe, New Mexico 87506                                   |
| Telephone                   | 505-827-0821                                                                                   |
| Fax                         | 505-827-2464                                                                                   |
| E-mail                      | DebraS.Saiz@state.nm.us                                                                        |

NM SPD Versions 2015-12-14
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Xerox Corporation
Nevada RFP 3091
(hereinafter "Contractor")

And

State of New Mexico
50-000-15-00069
(hereinafter "Participating State")

6. Authorized Dealers:
All Xerox Corporation dealers and resellers authorized in the State of New Mexico, as shown
on the dedicated Xerox Corporation (cooperative contract) website, are approved to provide
sales and service support to participants in the NASPO ValuePoint Master Price Agreement.
The Xerox Corporation 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 Agreement to
Xerox Corporation shall be deemed to refer to such Authorized Service Provider.

Please see attached list of authorized Xerox Corporation dealers.

7. Purchase Order Instructions:
Orders can be made out to (a) Xerox Corporation or (b) Authorized Service Providers as
approved by Xerox Corporation 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-
000-15-00069" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order
amount. Please channel your PO through one of our authorized resellers so they can arrange
for proper ordering and installation of your unit.

8. 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-
00069 and the Lead State price agreement number: 3091.

9. 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.

NM SPD Versions 2015-12-14
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter “Lead State”)

MASTER AGREEMENT
Xerox Corporation
Nevada RFP 3091
(hereinafter “Contractor”)

And

State of New Mexico
50-000-15-00069
(hereinafter “Participating State”)

agency and political subdivision will be responsible for their 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. 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: Xerox Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By: David Farrell</td>
</tr>
<tr>
<td>Name: Ana Silva</td>
<td>Name: David Farrell</td>
</tr>
<tr>
<td>Title: Sr. State Archiving Agent</td>
<td>Title: Finance Director</td>
</tr>
<tr>
<td>Date: 3-8-16</td>
<td>Date: 3-8-16</td>
</tr>
</tbody>
</table>

[Additional signatures as required by Participating State]

NM SPD Versions 2015-12-14
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter “Lead State”)

MASTER AGREEMENT
Xerox Corporation
Nevada RFP 3091
(hereinafter “Contractor”)

And

State of New Mexico
50-000-16-00069
(hereinafter “Participating State”)

If you have questions about this Participating Addendum or the participation process, please contact:

<table>
<thead>
<tr>
<th>WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
</tbody>
</table>

[Fully executed PDF copy of this document should be emailed to PA@wscaspo.org to support documentation of participation and posting in appropriate data bases]
Xerox New Mexico Authorized Providers
Updated 1/4/2016

Xerox Corporation
7000 Prospect Place NE Suite A
Albuquerque, NM 87110
Nicholas Warren
Office: 505-577-236
Nicholas.warren@xerox.com

Lewan Technology
1551 Mercantile Ave. NE #D
Albuquerque, NM 87107
Tom Faifer
Office: 800-540-1233
Fax: 505-828-1115
tom.faifer@lewan.com

Southwest Office Solutions, Inc.
100 Sun Ave NE Suite 650
Albuquerque, NM 87109
Shauni Williams
Office: 505-861-2554
Fax: 505-861-2557
E-Mail: swilliams@sos-nm.com

Premier Office Technologies
2010 N. Sullivan Ave.
Farmington, NM 87401
Carrie Dobbs
Office: 505/326-2772
Fax: 505/325-0246
cdobbs@premirofficetechnologies.com

Gallup Printing and Office
105 West Coal
Gallup, NM 87301
Joe Meyers
Office: 505/863-9588
Fax: 505/863-2349
mjd93@questoffice.net

Southwest Office Solutions Inc.
1789 Central Ave Suite 4
Los Alamos, NM 87544
Shauni Williams
Office: 505-661-2554
Fax: 505-661-2557
E-Mail: swilliams@sos-nm.com
Kopy-Fax Store
3577 Highway 47
Peralta, NM 87042
Kent Saul
Office: 505/865-8312
Fax: 505/865-6969
kent.saul@officesalesagent.com

Benchmark Business Solutions
301 N. Main St
Roswell, NM, 88201
Chris Chandler
Office: 575-627-6785
Fax: 575-627-0063
cchandler@benchmarkyouroffice.com

Lewan Technology
2438 Camino Entrada #100
Santa Fe, NM 87507
Tom Faifer
Office: 800-540-1233
Fax: 505-828-1115
tom.faifer@lewan.com

Aspen Business Systems, Inc.
216 Paseo Pueblo Norte, Suite L
Taos, NM 87571
Brian Estes
Office: 575/758-0304
Fax: 575/785-0906
bestes@taosnet.com

TOLL FREE SERVICES

- Customer Service/Billing - Billing issues
  Phone: 800.435.6333
  Fax: 888 323.6556

- Xerox Service/Support - for Equipment Service issues
  Phone: 800.822.2979

- Xerox Metered Supplies/Auto Replenishment - Order Metered Supplies
  Phone: 800.599.2198
  Fax: 877-677-7009

- Xerox E-Support Team - Support inquiries related to online meter readings & invoice retrieval
  Phone: 1-888-998-9922
  Fax: 1-972-420-5194
Email: cbo@pahv.xerox.com

- **Customer Relations Hot Line** - Customer issues that can not be resolved by above numbers
  Phone: 1-877-979-8498
Master Lease Agreement Information

If an agency is utilizing one of SPD Price Agreements as a vehicle to lease equipment, the State Purchasing Agent and the applicable vendor must sign the Master 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 company has been filed. The SPA and the vendor also sign the Acknowledgment document if an assignment of the lease to a third party is to occur. The agency and the vendor sign the “Lease Schedule” with reference given to the previously signed and filed Master 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 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 LEASE 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 45 Glover Avenue

Norwalk, CT 06856-4505

Telephone: 480-588-8313

and

The LESSEE State of New Mexico

with its principal address at . 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, 200.

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
Lease Agreement and the applicable Schedule(s) as may be attached hereto and made a part of this Master Lease 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 Lease Agreement, shall constitute a separate and distinct lease (“Lease”) which incorporates in full the terms and conditions of this Master Lease Agreement and which is, enforceable according to its terms. In the event of any conflict between the terms of this Master Lease 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 13-1:189, 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 (LEASEING). 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. For purposes of this Master Lease Agreement, unless a Purchase Document is preceded by a trial order, the equipment will be considered accepted upon installation of the equipment by Lessor, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the Lessee for use. Lessee agrees to inspect all Equipment no later than thirty (30) days after the delivery thereof to Lessee or, as soon as reasonably practicable.
Lessee further agrees to complete, execute and deliver to Lessor, if applicable, a 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 Lease Agreement referred to below:

"Acceptance Date" means the date Lessee accepted the Equipment in accordance with Section 2 of this Master Lease 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 Lease 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" or "Lease Minimum Payments" mean, 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 Lease 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 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 Lease 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 a governmental assessment (charge) upon property value, transaction (transfers and
sales), licenses, and/or income. These include Federal and state income taxes, county and city taxes
on real property, state and/or local taxes based on a percentage of each retail transaction, business
licenses, Federal tax and/or state’s gross receipt tax. (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 return such equipment to Lessor. All dismantling, packaging, transportation, in-transit
insurance and shipping charges shall be borne by Lessor. 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 or 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 Lease Agreement to the contrary, in the event no funds or insufficient funds are appropriated, 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.

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.

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.

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.

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.
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 Lessor 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. Each party is responsible for their own taxes as required and governed by law.

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 thirty (30) 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: Lessor breaches its covenant of quiet enjoyment and fails or is unable to cure such breach within thirty (30) 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 Lease 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 Lease 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.

21. GOVERNING LAW. This Master Agreement and each Lease shall be governed by the Laws of the State of New Mexico.

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

LESSOR: Xerox Corporation

BY (Name and Title): [Signature]

DATE: February 23, 2016

LESSEE

BY (Name and Title): [Signature]

DATE: 3/8/16
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 offerors or offerors to provide Copiers, Printers & Related Devices 14-19, Categories A. B & D, NASPO-Value Point contract #3091 for the State of New Mexico and the governmental entities therein.

WHEREAS, Xerox Corporation hereafter referred to as Manufacturer/Supplier (seller), 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 50-000-15-00069.

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

WHEREAS, Xerox Corporation 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, Xerox Corporation does 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. 3091 and such agreed to terms and conditions will also apply where applicable to any Lease Agreement relating to the price agreement.

Lawrence O. Maxwell
State Purchasing Agent
Date 3/8/16

By: [Signature]

(Name & Title)
Date: February 23, 2016
Approved for use by New Mexico State Agencies and Local Public Bodies

Exhibit A to Master Lease Agreement

Master Lease Agreement Number:

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 Lease 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 Lease 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:

Xenergy Corporation

India David, Financial Analyst

on behalf of David Farrell

(Name and Title)

Date: February 23, 2016