State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000117280
Hewlett Packard Enterprise
355 Ledgelawn Drive
Conway, Arkansas 72034
Attn: Lauren Aloway, Contracts Program Manager
Telephone No. 650-258-0319

Price Agreement Number: 60-000-15-00040AN
Price Agreement Amendment No.: Two
Term: March 23, 2016 – May 31, 2020

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: Data Communications, Products and Services

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

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

- The TERM of this Price Agreement is extended from May 31, 2019 through May 31, 2020

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

[Signature]
New Mexico State Purchasing Agent
Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

Date: 03/05/2019
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
00000117280
Hewlett Packard Enterprise
355 Ledgelawn Drive
Conway, Arkansas 72034
Telephone No. (501) 205-7728

Price Agreement Number: 60-000-15-00040AN
Price Agreement Amendment No.: One
Term: March 23, 2016 – May 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: Data Communications Products and Services

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.

- Add Ardham Technologies, Inc. as an authorized reseller; reference #9.0 “Subcontractor” of the attached NASPO ValuePoint Participating Addendum.

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: 09/19/2016

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

DS
Hewlett Packard Enterprise Authorized Reseller

Ardham Technologies, Inc.
5400 Jefferson St. NE Suite 200
Albuquerque, NM 87109
Contact: Phil Abeyta
Office: 505-872-9040
pabeyta@ardham.com
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>City</th>
<th>ZIP</th>
<th>ST</th>
<th>Phone</th>
<th>Fax</th>
<th>Web Site</th>
<th>Email</th>
<th>Contact Person</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Mexico</td>
<td></td>
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</tbody>
</table>

New Mexico Point of Sale Communications

Products and Services Contact

Naspio Value Point Data Communications

#69-000-01-5-00-000A

Order and payment is issued by the purchasing agency directly to the named subcontractor/supplier. The Federal Supply Schedule Number and the Federal Supply Schedule Name are on the line above.

Under the Buy American provisions of the Federal Acquisition Regulations (FAR), it is made to the approved Federal Supply Schedule below. The Federal Supply Schedule Contract (order) is made to the approved Federal Supply Schedule below.

Naspio Value Point Data Communications
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
000017280
Hewlett Packard Enterprise
355 Ledgelawn Drive
Conway, Arkansas 72034
Attn: Lauren Aloway
Telephone No. (501) 205-7728

Price Agreement Number: 60-000-15-00040AN
Payment Terms: Net 30
F.O.B.: Destination
Delivery: As Requested
Procurement Specialist: Debra Saiz DF
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: Data Communications Products and Services

Term: March 23, 2016 – May 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

[Signature]
New Mexico State Purchasing Agent
Date: 03/23/2016

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472 DF
PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00040 AN
NASPO ValuePoint
Data Communications Products and Services
Lead by the State of Utah (hereinafter “Lead State”)

MASTER AGREEMENT AR1464
Hewlett Packard Enterprise
(hereinafter “Contractor”)
And
State of New Mexico
(hereinafter “Participating State”)

1. Scope:
This Participating Addendum (PA) covers the Data Communications Products and Services contracts led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state’s statutes to utilize state contracts with the prior approval of the state’s chief procurement official.

Contractor has been awarded the following categories:

5.2.1 Data Center Applications
5.2.2 Networking Software
5.2.3 Networking Optimization & Acceleration
5.2.4 Optical Networking
5.2.5 Routers
5.2.6 Security
5.2.7 Storage Networking
5.2.8 Switches
5.2.9 Wireless
5.3.0 Unified Communications
5.3.1. Services

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 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. Term:
This Participating Addendum shall neither be effective nor binding until approved by the State Purchasing Agent. This Agreement shall terminate on May 31, 2019, unless terminated earlier or extended in accordance with terms and conditions of this Participating Addendum. Renewal options, if any, are not applicable as identified on the Master Agreement.

4. Restrictions:
A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract/Vendor how to approve these modifications to the State’s Product and Service Schedule.

a. Software
   1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software.
PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00040 AN
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Data Communications Products and Services
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MASTER AGREEMENT AR1464
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2. Software is an option, which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware, which is not always installed on the equipment, but is related to the use and operations of the equipment is allowed and may be procured after the initial purchase of equipment.

b. Services
1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone services and internet service is not allowed.
5. Managed Print Services are not allowed.
6. Professional Services are restricted to only the following services identified in the RFP and the Master Agreement:
   a) Survey/Design Services
   b) Implementation Services
   c) Optimization Services
   d) Remote Management Services
   e) Partner Services
   f) Training

c. Additional Product/Services
1. Lease/Rentals of equipment may be allowed with a signed and agreed upon Master Lease Agreement.
2. Cellular Phone Equipment is not allowed.
3. EPEAT Bronze requirement is an option for the Purchasing Entity and not a requirement.

d. Warranty and Maintenance
The Contractor/Vendor shall ensure warranty services and maintenance for all equipment, including third party products provided.

6. Software Licensing:
State Licensing agreements must be provided upon request.

7. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)
PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00040 AN
NASPO ValuePoint
Data Communications Products and Services
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Hewlett Packard Enterprise
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And
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New Mexico Additional Terms and Conditions:

7.1. Status of Contractor:
The Contractor, and Contractor's agents and employees, are independent Contractors for the agency and are not employees of the State of New Mexico. The Contractor, and Contractor's 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 Agreement.

The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

7.2. Non-Inducement:
In signing this Agreement, 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 State Purchasing Agent or agency or entity.

7.3. Release:
The Contractor, upon final payment of the amount due under this Participating Addendum, releases the agency, its officers and employees, and the State of New Mexico from all payment liabilities, claims and obligations whatsoever arising from or under this Participating Addendum. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.4. 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 the contract, Contractor certifies, by signing this agreement, to offer health insurance for those employees and if properly elected by the employee, agree to maintain the health insurance for the term of the contract, subject to the terms of the health insurance plans.

B. Contractor agrees to maintain a record of the number of employees who have (a)
PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00040 AN
NASPO ValuePoint
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MASTER AGREEMENT AR1464
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accepted health insurance; or (b) declined health insurance for other reasons.
These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly
financed health care coverage programs by providing each employee with, as a
minimum, the following web site link to additional information:
http://www.bewellnm.com/

7.5. **Workers’ Compensation:**
The Contractor agrees to comply with state 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
Agreement may be terminated by the agency.

7.6. **New Mexico Pay Equity Reporting:**
Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more
employees in the same job classification, at any time during the term of this contract, to
complete and submit the PE10-249 form on the annual anniversary of the initial report
submittal for contracts up to one (1) year in duration. If contractor has (250) or more
employees, contractor must complete and submit the PE250 form on the annual
anniversary of the initial report submittal for contracts that are up to one (1) year in
duration. For contracts that extend beyond one (1) calendar year, or are extended
beyond one (1) calendar year, contractor also agrees to complete and submit the PE250-
249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract
anniversary date of the initial submittal date or, if more than 180 days has elapsed since
submittal of the last report, at the completion of the contract, whichever comes first.
Should contractor not meet the size requirement for reporting at contract award but
subsequently grows such that they meet or exceed the size requirement for reporting,
contractor agrees to provide the required report within ninety (90) days of meeting or
exceeding the size requirement. That submittal date shall serve as the basis for
submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing
more than 10% of the dollar value of this contract if said subcontractor(s) meets, or
grows to meet, the stated employee size thresholds during the term of the contract.
Contractor further agrees that, should one or more subcontractor not meet the size
requirement for reporting at contract award but subsequently grows such that they
meet or exceed the size requirement for reporting, contractor will submit the required
report, for each such subcontractor, within ninety (90) days of that subcontractor
meeting or exceeding the size requirement. Subsequent report submittals, on behalf
of each such subcontractor, shall be due on the annual anniversary of the initial report
submittal. Contractor shall submit the required form(s) to the State Purchasing
PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00040 AN
NASPO ValuePoint
Data Communications Products and Services
Lead by the State of Utah (hereinafter "Lead State")

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Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Notwithstanding the foregoing, if the Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this agreement.

7.7 Indemnification:

A. The Contractor shall defend, indemnify and hold harmless NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

B. Indemnification -Intellectual Property, The Contractor shall defend, indemnify and hold harmless NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1.) The Contractor’s obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

a. provided by the Contractor or the Contractor’s subsidiaries or affiliates;
b. specified by the Contractor to work with the Product; or
c. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
d. It would be reasonably expected to use the Product in combination with
PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00040 AN
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such product, system or method.

(2.) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligation unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it.

However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request, information and assistance necessary and ordinary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

7.8 Insurance:
A. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

B. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
  i. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property
PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00040 AN
NASPO ValuePoint
Data Communications Products and Services
Lead by the State of Utah (hereinafter “Lead State”)

MASTER AGREEMENT AR1464
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C. Contractor shall pay premiums on all insurance policies. Any deductible applied to a State of New Mexico claim shall be paid by Contractor. In the event that the Contractor's insurance is cancelled, revoked or not renewed, the insurer shall require such insurance policy to have a condition that such policies not be cancelled, revoked or not renewed by the insurer until thirty (30) calendar days after notice of intended action thereof shall have been given to Procuring Agency and Participating Entity by the Contractor. Insured will notify the State within 10 (ten) calendar days of such occurrence.

D. Prior to commencement of performance, Contractor shall provide to the Participating State a blanket endorsement of Contractor's general liability insurance policy that shall (1) include the Participating State as an additional insured, 2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and 3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. These requirements may be met through the use of "blanket" additional insured and primary/non-contributory wording endorsements. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Procuring Agency or Participating Entity who requests it the same information described in this subsection.

E. Contractor shall furnish to the Lead State, Participating Entity, and on request the Procuring Agency copies of the certificates of all required insurance within thirty (30) calendar days of the execution of this master Agreement, the execution of a
PARTICIPATING ADDENDUM
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And
State of New Mexico
(hereinafter "Participating State")

Participating Addendum, or the Purchase Order’s effective date and prior to performing any work.

The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Participating Entity, result in the termination of any Participating Addendum. The Participating Entity shall treat exclusion and endorsements as confidential information if requested by the Contractor.

F. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

7.9 Applicable Laws:
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.

7.10 Lease Agreements:
Individual Purchasing Entities may enter into lease agreements for the Products covered in the Participating Addendum. The terms and conditions of the lease financing arrangement will be set forth in a separate agreement between the purchaser and the financing entity. Financing institutions are not a party to this Addendum.

7.11 Information Technology Purchases and/or Lease:
For State agencies and departments, purchases of twenty thousand dollars ($20,000) or less that do not involve IT Professional Services (for the exception of Section 4.b.6 of this
**PARTICIPATING ADDENDUM**

**NM Contract No. 60-000-15-00040 AN**

**NASPO ValuePoint**

**Data Communications Products and Services**

**Lead by the State of Utah (hereinafter “Lead State”)**

**MASTER AGREEMENT AR1464**

**Hewlett Packard Enterprise**

(hereinafter “Contractor”)

And

**State of New Mexico**

(hereinafter “Participating State”)

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Participating Addendum may be procured using a Purchase Order by the Procuring Agency. Other than IT Professional Services Contracts, a Procuring Agency’s IT Lead may approve IT purchases and/or leases in the amount of sixty thousand dollars ($60,000) or below that comply with New Mexico Department of Information Technology’s (NM DoIT) IT Procurement Guide. All IT purchases and/or leases for software/hardware, which exceed the dollar threshold, shall be routed for approval to NM DoIT.

### 7.12 Administrative Fees:

The Contractor agrees to provide a utilization report on all sales and/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

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

The periodic report shall include the gross total sales and other revenues (including commissions charged) for the period subtotaled by Procuring Agency or local public body name.

Even if contractor experiences zero sales during the quarter, a report is still required. Contractors/Vendors reporting zero sales may submit reports via U.S. mail to the address listed below or electronically via email to: Nick.River1@state.nm.us

cc: DebraS.Saiz@state.nm.us

Sales Reports and Administrative Payment shall be made by check payable to the State Purchasing Division for an amount equal to three-quarters of a percent (0.75%) of the total sales and other revenues derived from New Mexico state agencies and local public bodies (including commissions charged) for the period. Contractors shall indicate the contract number: **60-000-15-00040AN** and include the remittance check and the quarterly sales report.

This fee is in addition to the fee specified in the NASPO ValuePoint Master Agreement Terms and Conditions that is based on all sales under the Master Agreement.

Remit Checks and Reports to:

**New Mexico State Purchasing Division**
PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00040 AN
NASPO ValuePoint
Data Communications Products and Services
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MASTER AGREEMENT AR1464
Hewlett Packard Enterprise
(hereinafter "Contractor")
And
State of New Mexico
(hereinafter "Participating State")

1100 St. Francis Drive, Room 2016
Or PO Box 6850
Santa Fe, NM 87505
Attn: Nick Rivera
Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#
Vendors

7.13 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 American

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

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

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Name</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Lauren Aloway, Hewlett Packard Enterprise</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Address</th>
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</thead>
</table>
|            | Hewlett Packard Enterprise  
|            | 355 Ledgelawn Drive  
|            | Conway, Arkansas 72034 |
|            | Attention: Elizabeth Leach |

<table>
<thead>
<tr>
<th></th>
<th>Telephone</th>
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<tbody>
<tr>
<td></td>
<td>501-208-7728</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th>E-mail</th>
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</thead>
<tbody>
<tr>
<td></td>
<td><a href="mailto:Laurena@hpe.com">Laurena@hpe.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participating Entity</th>
<th>Name</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Debra Saiz</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1100 Saint Francis Dr., Room 2016, Santa Fe, NM 87505</td>
</tr>
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<table>
<thead>
<tr>
<th>Telephone</th>
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</thead>
<tbody>
<tr>
<td>505-827-0521</td>
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</table>
9. Subcontractors:
The CONTRACTOR may utilize subcontractors/authorized resellers/partners. However, any contractual agreement that may result from this Participating Addendum shall specify that the primary CONTRACTOR is solely responsible for fulfillment of all requirements of the contractual agreement with the State of New Mexico.

The CONTRACTOR must receive approval, in writing, from the New Mexico’s State Purchasing Agent/Chief Procurement Official, before any subcontractors/authorized resellers/partners is used during the term of this agreement.

All CONTRACTOR resellers authorized in the State of New Mexico, as shown on the dedicated CONTRACTOR’s (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement. CONTRACTOR shall make all determinations about which entities in the State of New Mexico that the CONTRACTOR Authorized Resellers may support.

a. CONTRACTOR Authorized Resellers
   i. CONTRACTOR Authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

b. CONTRACTOR authorized pass-through Contractor Partners ("Pass-Through Partner")
   i. CONTRACTOR authorized Pass-Through Partners are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available pursuant to this Participating Addendum.
   ii. CONTRACTOR authorized Pass-Through Partners ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

10. Purchase Order Instructions:
    Any Purchase Order placed by a Participating Entity or Procuring Agency for a Product and/or Service available from this Participating Addendum shall be deemed to be a sale
under (and governed by the prices and other terms and conditions) of the Participating Addendum unless the parties to the Purchase Order agree in writing that another contract or agreement applies to such a Purchase Order.

Any contingencies on Procuring Agency’s Purchase Orders are not binding upon CONTRACTOR. The terms and conditions of this Participating Addendum prevail, regardless of any additional or conflicting terms on the Purchase Order, or any correspondence from Procuring Agency to CONTRACTOR and any additional or conflicting terms are deemed rejected by CONTRACTOR unless CONTRACTOR has expressly agreed to such terms in writing. Mere acceptance or processing of a Purchase Order, Order, or Order Document containing such terms shall not constitute such express consent.

CONTRACTOR shall use commercially reasonable efforts to accept or reject orders in writing within ten (10) days from receipt, or within three (3) business days, if orders are placed electronically.

11. Price Agreement Number:
All purchase orders issued by purchasing entities within the jurisdiction of this Participating Addendum shall include the Participating State contract number: 60-000-15-00040AN and the Lead State Master Agreement number: AR1464.

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

Entire Agreement:
This Participating Addendum and the Master Agreement number AR1464 (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations
PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00040 AN
NASPO ValuePoint
Data Communications Products and Services
Lead by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT AR1464
Hewlett Packard Enterprise
(hereinafter "Contractor")
And
State of New Mexico
(hereinafter "Participating State")

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.

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<tr>
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<tbody>
<tr>
<td>By:</td>
<td>By: Elizabeth Leach</td>
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<tr>
<td>Name: Lawrence O. Maxwell</td>
<td>Name: Elizabeth Leach</td>
</tr>
<tr>
<td>Title: State Purchasing Agent</td>
<td>Title: Contract Administrator</td>
</tr>
<tr>
<td>Date:</td>
<td>Date: 3-22-16</td>
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</tbody>
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For questions on executing a participating addendum, please contact:

| NASPO ValuePoint
| Cooperative Development Coordinator | Paul Stembler |
PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00040 AN
NASPO ValuePoint
Data Communications Products and Services
Lead by the State of Utah (hereinafter “Lead State”)

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<thead>
<tr>
<th>Telephone</th>
<th>651-206-3858</th>
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<tbody>
<tr>
<td>E-mail</td>
<td><a href="mailto:pstembler@naspovalulpoint.org">pstembler@naspovalulpoint.org</a></td>
</tr>
</tbody>
</table>

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