ADDENDUM
TO TERRALOGIC DOCUMENT SYSTEMS
CONTRACT NUMBER 4981

THIS ADDENDUM TO THE TERRALOGIC CONTRACT NUMBER 4 9 8 1 is made on this _____ day of _____, 2026, between **Santa Fe County** (the "County"), a political subdivision of the state of New Mexico, and **Terralogic Document Systems** ("Terralogic"), 100 Sun Ave. Suite 650, Albuquerque, NM 87109.

WHEREAS, pursuant to NMSA 1978, Section 13-1-125, this is a small purchase for the procurement of office equipment and maintenance services; and

WHEREAS, Terralogic has proposed the Terralogic Maintenance/ Support Contract Number 4981 that is acceptable in part but requires the addition of certain terms; and

NOW THEREFORE, it is mutually agreed between the parties that the following provisions be incorporated into the Terralogic Contract Number 4981 as if fully set forth therein. This Addendum and the Terralogic Contract Number 4981 are collectively referred to herein as the "Agreement." If any provisions of the Terralogic Contract Number 4981 and this Addendum are in conflict, the provisions of this Addendum will govern.

1. In the section titled GENERAL paragraph 2, the third sentence regarding a 15% contract reinstatement fee is deleted in its entirety.

2. In the section titled GENERAL the following sections 8 through 21 are inserted:

8. Effective date and Term

The effective date of this Addendum is the date of last signature by the parties. The service period of this Agreement is December 3, 2026, to December 2, 2027, unless earlier terminated pursuant to Section 10 (Termination) or Section 11 (Appropriations and Authorization), or if maintenance service is stopped by Terralogic in accordance with the Terralogic Contract Number 4981.

9. Compensation and Invoicing

A. The County will pay in full to the Terralogic a fee for maintenance and support of the equipment listed on **Attachment A**.

B. In no event will the total compensation paid to Terralogic by the Customer exceed **$399.00**, *exclusive* of NM GRT. Terralogic will submit a written invoice to County at the conclusion of each month of service. Within 15 days of County's receipt of the invoice, the County will issue a written certification of complete or partial acceptance or rejection of the items or services for which payment is sought. Terralogic acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the items or

services. An invoice received from Terralogic will be deemed accepted if the County fails to issue a written certification of complete or partial acceptance or rejection of Terralogic's services described in Terralogic's invoice by the 16th day of the County's receipt of the invoice. Within 30 days of the issuance of certification of acceptance of the items or services, the County will tender payment for the accepted items or services.

C. If the County fails to tender payment for accepted items or services within 30 days of the date of certification of acceptance, the County will pay late payment charges of 1.5% per month until the amount due is paid in full.

D. In the event Terralogic breaches the Agreement, the County may, without penalty, withhold any payments due to Terralogic for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

E. Payment under the Agreement will not foreclose the right of the County to recover excessive or illegal payments.

10. Termination.

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach by the other party. The non- breaching party must give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party will have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving Terralogic written notice of termination. The notice must specify the effective date of termination, which must not be less than 15 days from Terralogic's receipt of the notice. The County will pay Terralogic for acceptable services performed before the effective date of termination but will not be liable for payment of any items or services performed after the effective date of termination.

11. Appropriations and Authorizations

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement will terminate upon written

notice by the County to Terralogic. Such termination will be without penalty to the County, and the County will not be required to reimburse Terralogic for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by Terralogic in any way or forum, including a lawsuit.

12. Assignment or subcontracting

Terralogic must not assign, transfer or subcontract any services or interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment, transfer or subcontracting of services without the County's advance written approval will be void.

13. Release

Upon its receipt of all payments due under this Agreement, Terralogic releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

14. Conflict of Interest

Terralogic states that it does not have any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services.

15. Amendment

This Agreement may not be modified or amended orally but, rather, only by an instrument in writing signed by the parties. The County will not be responsible for any changes to this Agreement unless such changes are set forth in a written amendment.

16. Compliance with applicable law; choice of law

Terralogic will comply with all applicable laws, ordinances, and regulations. This Agreement will be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The exclusive forum for any litigation related to this Agreement shall be state district courts of New Mexico, Santa Fe County.

17. Indemnification

A. Terralogic shall indemnify the County and its elected officials, agents, and

employees from any losses, liabilities, causes of action, judgments, or expenses (including legal fees) resulting from the Terralogic's negligence or non-performance of its obligations under this Agreement.

B. Terralogic's obligations under this section shall not be limited by the provisions of any insurance policy Terralogic is required to maintain under this Agreement.

18. Severability

If any term or condition of this Agreement is held to be invalid or non-enforceable by a court, the remainder of this Agreement will not be affected.

19. Notices

Any notice required to be given to the parties must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Attn: Lilian Armijo
Santa Fe County Treasurer's Office
240 Grant Avenue
Santa Fe, New Mexico 87504-0276

To Terralogic: Attn: Sandeep Metta
Terralogic
100 Sun Ave, Suite 650
Albuquerque, NM 87109

20. Insurance

General Conditions. Terralogic will submit evidence of insurance as is required herein. Policies of insurance must be written by companies authorized to write such insurance in New Mexico.

General Liability Insurance, Including Automobile. Terralogic will maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance must include coverage for all operations performed for the County by Terralogic; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be named additional insured on the policy.

Workers' Compensation Insurance. Terralogic must comply with the provisions of the Workers' Compensation Act.

21. New Mexico Tort Claims Act. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Terralogic Contract Number 4981 as of the date of last signature by the parties.

Santa Fe County

_____ Date: 11/5/2026

Gregory S. Shaffer
Santa Fe County Manager

Approved as to form:

Roberta D. Joe for W.B. Date: 11/5/2026

Walker Boyd
Santa Fe County Attorney

Terralogic Document Systems

_____ Date: 11/09/2026

Sandeep Metta
SVP Operations