

**ADDENDUM  
TO TERRALOGIC DOCUMENT SYSTEMS CONTRACT NUMBER 4876**

**THIS ADDENDUM TO THE TERRALOGIC MAINTENANCE/ SUPPORT AGREEMENT - CONTRACT NUMBER 4876** is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between **Santa Fe County** (the “Customer”), a political subdivision of the state of New Mexico, and **Terralogic** (“TDS”), 1414 Common Drive, El Paso, Texas 79936, and 6565 Americas Pkwy #200, Albuquerque, NM 87110.

**WHEREAS**, pursuant to NMSA 1978, Section 13-1-129 A (1) (Procurement under existing contracts), this Agreement was procured through GSA GS-35F-0118V to procure office equipment and maintenance services; and

**WHEREAS**, TDS has certified technicians who are approved to conduct maintenance on the office equipment; and

**WHEREAS**, for purposes of payment by the Customer, the term of this Agreement and TDS Contract Number 4876 begins July 1, 2026, and the parties agree that the Customer has made payment in full for the services to be performed for the term of July 1, 2026, to June 30, 2027, and

**WHEREAS**, TDS proposes the Terralogic Maintenance/ Support Contract Number 4876 that is acceptable in part but requires the addition of certain terms.

**NOW THEREFORE**, the parties agree that the following provisions be incorporated into the Terralogic Contract Number 4876. This Addendum and the Terralogic Contract Number 4876 are collectively referred to herein as the “Agreement.” If any provisions of the Terralogic Contract Number 4876 and this Addendum are in conflict, the provisions of this Addendum will govern.

1. In the section titled GENERAL, paragraph 2.2, **Payment**, second sentence “seven (7)” days is deleted and replaced with “fifteen (15)”.
2. Paragraph 3.4, the second, third and fourth sentences are deleted in their entirety.
3. Paragraph 8, **Force Majeure**, the third sentence is deleted in its entirety.
4. Paragraph 10, **Applicable Law and Jurisdiction**, the term “Texas” is deleted and replaced with “New Mexico” and the terms “federal courts” are deleted and replaced with “First Judicial District Courts in Santa Fe County, Santa Fe, NM.”
5. The following paragraphs are inserted as paragraphs 12 through 15.

**12. Effective date and Term.**

The effective date of this Addendum is the date of last signature by the parties. The service period is July 1, 2026, to June 30, 2027. For the purpose of payment and services provided by TDS the term is from July 1, 2026, to June 30, 2027, unless earlier terminated pursuant

to Section 14 (Termination) or Section 15 (Appropriations and Authorization), or if maintenance service is discontinued by TDS in accordance with the Terralogic Contract Number 4876.

**13. Compensation.**

A. In no event will the total compensation paid to TDS by the Customer exceed **\$4,273.33**, *exclusive* of NM GRT. Any NM GRT levied on the amounts payable under this Agreement will be paid by the Customer to TDS.

**14. Termination.**

A. Termination of Agreement for Cause. Either party may terminate this 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 Customer. The Customer may, in its discretion, terminate this Agreement at any time for any reason by giving TDS written notice of termination. The notice must specify the effective date of termination, which must not be less than 15 days from the TDS's receipt of the notice. The Customer will not be liable for any services performed after the effective date of termination.


C. If the Customer terminates this Agreement pursuant to this section 14 during the term of this Agreement (early termination), Customer acknowledges that it will not receive any refund or credit for any payment made at the commencement of this Agreement. Customer shall provide notice as required by section 3 (**Term and Renewal**) of TDS Contract Number 4876, if Customer does not wish the term to renew automatically.

**15. Amendment.**

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

**IN WITNESS WHEREOF**, the parties have executed this Addendum to the Terralogic Contract Number 4876 as of the date of last signature by the parties.

**Santa Fe County**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

Date: 6/27/2026

Approved as to form:

Roberta D. Joe for W.B.  
Walker Boyd  
Santa Fe County Attorney

Date: 5/26/2026

Approved:

Jonas M. Nahoum  
Jonas M. Nahoum  
Legal counsel for RECC

Date: 06/01/26

**Terralogic Document Systems**

MM  
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Signature  
Sandeep Metta, SVP Operations

Date: 06/01/26

