



Maintenance / Support Agreement-Contract Number:

4996

This Maintenance/Support Agreement (“the Agreement”) is made and entered into as of **08/20/2026** by and between ***Terralogic Document Systems (hereafter referred to as “TDS” a.k.a. “Service Provider)*** and **SANTA FE COUNTY RECC PUBLIC SAFETY COMPLEX (a.k.a. “Licensee” & “Customer”)** with principal place of business or operations at **35 CAMINO JUSTICIA, SANTA FE NM 87508.**

Contract Term: 08/20/2026 through 08/19/2027

A. SCOPE OF SERVICE - HARDWARE SUPPORT

1. Preventative Maintenance on hardware items listed in “*Attachment A*” (located at the end of this Agreement) will be performed in accordance with the Manufacturer suggested guidelines. Additional Preventative Maintenance requested by the customer or due to high usage may be subject to additional charges.
2. Onsite labor to repair reported deficiencies.
3. Parts required to repair reported deficiencies as deemed necessary by TDS.
4. ***Response to equipment malfunction and failures.*** Customer will provide the TDS technical support team with a *written* Error Report via email at: help@terralogic.com; this is a prerequisite to TDS's contractually response time to system failures, access problems, performance failures, and errors as it ensures Customer's service issue is promptly and properly logged into TDS's service queue and reaches all pertinent TDS support personnel. *Emailing service requests to individual TDS employees may cause a delay in response time and service level response times are not guaranteed in these cases.* The Error report must include an explanation of the hardware service issue end-user(s) are experiencing, the end-users operation (s) employed when the problem occurred, and any available documentation of the Error. This would include, but not limited to, screen prints of all system errors, error messages, and any other information TDS reasonably requires. Reasonably promptly after TDS receives the Error Report via help@terralogic.com, TDS will cooperate with end user in assigning an appropriate service level, time of response to the situation and Service Provider personnel to assist end user in resolving the issue. The levels of service issues and response times are described in the following subparagraphs:

LEVEL I	Complete equipment failure
TDS will respond within two business hours after receipt of the Error Report and agreement that this Level of response is needed. TDS will immediately assign Service Staff & resources until resolution is reached and make all efforts to restore equipment operation within one business day	
LEVEL II	End users are unable to execute certain system functions
TDS will respond within four business hours after receipt of the Error Report and agreement to this Level of response. TDS will assign service staff & resources until resolution is reached and make all efforts to restore equipment function(s) within one business day.	
LEVEL III	Equipment not performing per documentation, but user can perform basic job functions
TDS will respond within one business day after receipt of the Error Report. TDS will make all efforts to restore function within three business days.	
LEVEL IV	Guidance for equipment features not currently deployed & user functionality question
TDS will respond within three business days after receipt of user request.	

All response actions on the part of TDS for points one (1) through five (5) above are contingent on the following:

Assigned Service Call Number - End user to email our technical support group at help@terralogic.com or call our 800 technical support line (800-708-8584) and receive a Service Call Number.

Remote Access - Customer agrees to provide to TDS and maintain at the Customer's expense, Virtual Private Network (VPN) access or remote access through internet connectivity tools. This access is essential to provide support services; if it is not provided TDS reserves the right to charge current travel rates as well as for any additional expenses incurred.

On-Site Services - Following TDS's reasonable efforts to resolve the problems by telephone or through remote access, TDS will provide on-site Maintenance Services at Licensee's facilities in connection with the correction of any Level I, or II issue within eight business hours of the remote connection correction failure and within 16 business hours for level III issues at no additional costs to the customer.

B. SPECIFIC EXCLUSIONS - HARDWARE SUPPORT

The following items are specifically excluded from this Agreement and are billable occurrences

Exclusion Fee schedule is included at the end of this section:

1. Routine maintenance procedures as described in the Cleaning section of the equipment's operator guide.
2. Cost of rebuilding, refurbishing or re-manufacturing the equipment.

3. Entire equipment accessory assemblies not essential to the primary function(s) of the machine.
4. “Consumables” including, but not limited to: Toner, drum units, maintenance kits, fuser kits, transfer kits, exchange roller kits, network cards, fax cards, lamps, bulbs, batteries, thermal transfer ribbons, paper.
5. Power cords, USB cords and power adapters.
6. Re-installation and reconfiguration of a machine beyond original installation for any reason.
7. Main logic board malfunction or replacement caused by paper clips, staples or other foreign material.
8. Any parts broken due to unnecessary roughness or negligent use.
9. Service, repair, replacement of parts, attachments or modifications of equipment installed by anyone other than authorized TDS representative.
10. Media, including but not limited to: CDs, tapes and ribbons.
11. The services of a technical support representative outside of TDS’s normal business hours (Monday - Friday, 8:00a.m. MST to 5:00p.m. MST). Those services will be billed to Customer at TDS’s current hourly rate.
12. If applicable, any original installation disks given to Customer at inception of original equipment installation. Customer is responsible for keeping original installation media for future re-installation if needed. Customer will be responsible for all costs associated in replacing original installation media if indeed replacements are available; TDS cannot guarantee replacement media will be available.

Hardware Related Billable Fee Schedule	
Reinstallation and reconfiguration of machine for any reason	<i>\$125.00/hour</i>
Hourly rate for any non covered request	<i>\$125.00/hour</i>
Parts listed as exclusions	<i>TDS will quote as needed</i>
Travel Zone Charge (Per round trip) - Quoted as needed	<i>Zone charges vary</i>

GENERAL

1. Days and Hours of Coverage

This Support Agreement covers service during TDS's normal working hours, 8:00 a.m. to 5:00 p.m. MST, Monday through Friday. Coverage on Holidays (New Year's, Memorial, Independence, Labor, Thanksgiving, day in connection with Thanksgiving and Christmas Day) is not included in TDS's normal working hours.

2. Price, Payment and Tax

2.1 Price: TDS will bill in accordance with the rates set forth in the applicable Agreement. The rates will be valid for one (1) year from the date of the respective Agreement and shall be subject to adjustment by TDS at the end of the one-year period or such other period(s) as may be agreed to between the Parties. TDS's fees exclude project-specific expenses (e.g., travel), which will be pre-approved by the Customer in writing.

2.2 Payment: Invoices are due and payable within thirty (30) days of the date of the invoice. Invoices shall be deemed to have been accepted if Customer does not furnish a written objection specifying the nature of the dispute within seven (7) days from the date of receipt of the invoice.

Past due invoices are subject to finance charges at 1.5% per month (18% per annum), or the maximum amount permitted by law, whichever is less, until paid. Furthermore, if Customer is late with payments, TDS shall send a written notice to Customer conveying the default. Customer shall be entitled to a ten (10) day period to cure the default ("Cure Period"). In the event Customer continues to remain in default at the end of the Cure Period, TDS may without any further notice to Customer: (a) stop all Services under this Agreement until assurances of payment satisfactory to TDS are received or payment is received, (b) demand prepayment for Services or purchase orders; (c) retain all work in progress until all outstanding invoices are paid in full.

2.3 Tax: All TDS fees are exclusive of all taxes. Customer shall be liable and will pay for all applicable tax liabilities such as sales, services, use or value added taxes.

3. Term and Renewal

3.1 This Agreement remains in effect until its term ends or is terminated with proper notice. It automatically renews annually unless either party gives 90 days' written notice before the end of the term. The Customer must pay the full annual fee for each term, or services may be suspended until payment is made. The annual fee may increase by up to 10% in subsequent terms. All payments are non-refundable.

3.2 If the Customer adds more software, the second term's fees for the added software will be

prorated to match the start date of the second term for the existing software, so all software renews at the same time.

3.3 Requests to reduce the number of licenses covered must be submitted 90 days before the current term ends. TDS may approve or deny the request. If accepted, the maintenance fees for the remaining software will be adjusted, and earlier discounts may no longer apply.

3.4 If Customer does not renew the Program, Customer may, with agreement, purchase services later at a fee determined at the time of request. In addition to the new Term fee (minimum 12 months), Customer will need to pay the fees that would have been due if the program had continued without interruption, plus a surcharge for each lapsed month. Reinstating software removed due to reduction in Section 3.3 requires back-maintenance fees and surcharges. Fees for reinstatement will be confirmed at the time of request.

4. Indemnification

4.1 Each Party (the “Indemnitor” as applicable) shall indemnify, defend, and hold harmless the other Party (the “Indemnitee” as applicable) and its officers and directors, employees, agents, and representatives from and against any damages, costs, attorneys’ fees, penalties, fines, liabilities, or expenses that arise from third Party actions or claims against the Indemnitee (collectively, “Losses”), to the extent proximately caused by:

- a. Indemnitor’s gross negligence resulting in death or injury to persons;
- b. damage to tangible property;
- c. a violation of applicable laws;
- d. breach of any representations, warranties or covenants in this Agreement;

4.2 Promptly after an Indemnitee receives notice of any claim for which it would seek indemnification pursuant to the Agreement, the Indemnitee will promptly notify the Indemnitor of the claim in writing. No failure to so notify the Indemnitor will abrogate or diminish the Indemnitor’s obligations under this Section if the Indemnitor has or receives knowledge of the claim by other means or if the failure to notify does not materially prejudice its ability to defend the claim. The Indemnitee shall have given authority to the Indemnitor to defend or settle such request or claim and also give reasonable assistance and information (at the Indemnitor’s request and expense) in the defense of the same. Neither Party will settle any claim for which it indemnifying the other Party without the permission of the other Party if the terms of the settlement would require such other Party to pay money or admit liability.

4.3 The indemnity obligations set forth in this Article are in lieu of any other liability, whether or not based on indemnity or warranty, express or implied, with respect to intellectual property.

4.4 Notwithstanding any provision of this Agreement, Indemnitee shall not have any indemnity obligations for the portion the losses which was caused by or contributed to by the

wrongful act or omission or breach of the terms of the Agreement by the Indemnitor.

5. Liability

Neither party will be liable for indirect, special, punitive, incidental, or consequential damages (e.g., loss of goodwill, profits, or business) arising from tort or breach, even if advised of such damages, or for claims accruing more than one year prior to legal action. TDS's maximum liability for any services under this Agreement is limited to three times the consideration received for the relevant agreement in the last three months.

6. Disclaimer of Warranty

Except as specifically set forth herein, TDS assumes no liability or warranties (express, implied, or statutory) for the service or its components, including any warranties for a specific purpose or non-infringement. The customer is not relying on any representations or promises not explicitly stated in this Agreement. The offer does not guarantee the System's suitability for the Customer's purposes or its ability to achieve intended results.

7. Force Majeure

Neither party will be liable for delays or failure to perform due to factors beyond their control, such as strikes, accidents, or weather. Neither party will be responsible for loss of profits or indirect/consequential damages related to the use or inability to use Software, Hardware, or Documentation. Any legal action must be initiated within one year of the cause.

8. Non solicitation and Non hire

Customer shall not during the term of this Agreement and for three (3) years after the expiry or termination thereof, (i) solicit, encourage or attempt to solicit or encourage any employee or contractor of the TDS to terminate such work relationship, (ii) solicit, encourage or attempt to solicit or encourage any employee or contractor of TDS to be employed by or provide services to any person or entity other than TDS, or (iii) hire, employ or engage any employee or contractor of TDS to work for a person or entity other than TDS.

9. Applicable Law and Jurisdiction

This Agreement shall be governed by the laws of New Mexico, USA, without regard to conflicts of laws. Any disputes will be resolved under the personal and exclusive jurisdiction of the state and federal courts in New Mexico, USA.

10. Entire Agreement

This Agreement is non-assignable by the Customer and constitutes the entire understanding between the parties, with no representations valid unless specified herein; any amendments or waivers must be in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement (4996) to be executed by their duly authorized officers effective as of the date first set forth above.

Terralogic Document Systems

SANTA FE COUNTY

Sandeep Metta 

, Contracts Manager (Signature)
SVP - Operations



Gregory S. Shaffer

(Typed or Printed Name)

Santa Fe County Manager

(Title)

8/13/2026
Date: _____

Approved as to form by Roberta D. Joe, Assistant County Attorney
for JW.B., Santa Fe County Attorney 8/7/2026

Terralogic Document Systems:

RECC Counsel

1414 Common Drive
El Paso, Texas 79936

100 Sun Ave Suite 650
Albuquerque, New Mexico 87109

Date: _____

800-644-7112 General Inquiries
800-708-8584 Technical Services

Technical Support: help@terralogic.com



For service please call 1-800-708-8584

Maintenance Agreement

Attachment A

SANTA FE COUNTY RECC PUBLIC SAFETY COMPLEX
35 CAMINO JUSTICIA
SANTA FE, NM 87508

Service Item Description	Serial or Version No.	Location	Annual Cost
Canon DR-M260 Scanner			188.91
Canon DR-M260 Scanner			188.91
Canon DR-M260 Scanner			188.91
Canon DR-M260 Scanner			188.91
Canon DR-M260 Scanner			188.91
Canon DR-M260 Scanner			188.91
Canon DR-M260 Scanner			188.91
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Canon DR-M260 Scanner			188.91
Canon DR-M260 Scanner			188.91
Canon DR-M260 Scanner			188.91
TOTAL			2,644.74

PRICE PER GSA CONTRACT GS-35F-0118V