



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000097419
JAGGAER LLC
3020 Carrington Mill Blvd
Morrisville, NC 27560

Contact: Dan Sullivan
Email: dsullivan@jaggaer.com
Telephone No.: (412) 496-2621

Number: 20-00000-22-00050
Amendment No.: One
Term: August 1, 2022 – July 31, 2025

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

Procurement Specialist: Theresa Mendibles *TM*
Telephone No.: (505) 795-1894
Email: theresa.mendibles@gsd.nm.gov

Invoice:
As Requested

Title: **eProcurement Solutions**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 1, 2023 to July 31, 2025 at the same price, terms and conditions.

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

Valerie Paulk
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: *5/5/2023*

x **This Agreement was signed on behalf of the State Purchasing Agent**



Order Form

Terms and Conditions	JAGGAER Information	Client Information	Other
Payment Terms: Net 30 Currency: USD Billing Frequency: Annual Subscription Term start date: 08/01/2023 Subscription Term end date: 07/31/2025 Subscription Term (in months): 24.00	Company: JAGGAER, LLC VAT Number/Tax ID: 56-2127592 Address: 3020 Carrington Mill Blvd, Suite 100, Morrisville, NC 27560 Email: ar@jaggaer.com	Client: State of New Mexico Billing Contact: Valerie Paulk Address: 1100 S St Francis Dr, Santa Fe, New Mexico, 87502 Email: valerie.paulk@gsd.nm.gov Phone: 505-629-2813	Quote #: Q-92106 Offer Valid Through: 6/1/2023

Purchase Order Information: No client purchase order is required, unless client checks below box and provides PO #:	Invoicing Instructions: Does your company process payables through an online Portal System?	Client Tax Information: Client Tax ID/VAT #:
PO Required: Yes <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Is client tax exempt? Yes <input type="checkbox"/> No <input type="checkbox"/>
If "Yes," please provide the PO Number: _____	If "Yes," please provide Portal name: _____ And Portal website link: _____	If "Yes," please provide tax exemption certificate
Note: If the Purchase Order number is not available at the time of the Order Form effective date, Client acknowledges and agrees to provide the Purchase Order number within ten business days of the Order Form effective date. Client also acknowledges and agrees that Order Form payment terms and the payment itself are not dependent upon provision of the Purchase Order number, and that payment can and will be made without the Purchase Order number should obtaining a Purchase Order number become delayed.		

Subscription Scope & Subscription Fees

Application	Primary Metric	Primary Metric Quantity
ID25-01-0004 Sourcing Director (includes RFx and RA)	Users	Unlimited
ID0015-93-151405 - JAGGAER Support Base	Annual Fee	1
ID8-1-151405 - JAGGAER One	Platforms	1
ID0015-207-151405 - JAGGAER University - Base Annual Subscription	Users	2

Annual Subscription Fee		
Year 1	08/01/2023 -- 07/31/2024	USD 92,270.00
Year 2	08/01/2024 -- 07/31/2025	USD 98,729.00

Business Scope Managed by Application ("Scope"):

- This Pricing is specific to Client on the offer date. If Client experiences a corporate event (merger, acquisition or similar Scope expanding transaction) that materially increases Client's size or activity, JAGGAER and Client will adjust pricing accordingly. Client will not use the Application, or its component parts, outside the Scope or for other than its own internal business purposes.

Renewal Price Protection

The Subscription shall automatically renew for the same duration as the initial Subscription with an annual price increase not to exceed 7% unless either party provides written notice to the other of its intent not to renew at least 90 days prior to the expiration of the Subscription Term.



Product Special Terms and Conditions

In the event of a conflict between these Product Special Terms and Conditions and the terms contained in a prior order form, addendum or other document mutually signed by the parties, these Product Special Terms and Conditions control.

This Contract is subject to NASPO ValuePoint Master Agreement #W33-2010/PA494 dated June 30, 2011, and the Participating Entity Price Agreement #20-00000-22-00050.

This Order Form shall become legally binding upon signature by Client and is non-cancellable unless otherwise expressly stated in the Product Special Terms and Conditions. This Order Form is governed by (i) the terms of the current agreement(s) governing the subscription for JAGGAER Applications between Client and JAGGAER (or a subsidiary of JAGGAER) or JAGGAER Main Subscription Agreement found at https://go.jaggaer.com/MSA_US_Jan23 and (ii) the JAGGAER base support package or support package purchased in this Order Form, and support terms found at <https://www.jaggaer.com/jaggaer-one-terms-of-service/> (as updated from time to time, provided that no update to such support terms will materially and adversely affect Client's use of the JAGGAER Applications).

Prices quoted are exclusive of any taxes that may apply. Any such taxes are the responsibility of Client. Where required by law, applicable taxes will be calculated on the invoice.

Acknowledged and agreed by the duly authorized representatives of the parties:

DS
MVG

Client	JAGGAER, LLC
<p>DocuSigned by: Signature: <i>Valerie Paulk</i> Name: Valerie Paulk Title: Deputy Director State Purchasing Division Date Signed/Effective Date: 4/28/2023</p>	<p>DocuSigned by: Signature: <i>Matthew Foreman</i> Name: Matthew Foreman Title: Sr. Legal Counsel Date Signed: 5/1/2023</p>

THANK YOU FOR YOUR BUSINESS!

Certificate Of Completion

Envelope Id: 540049BB1D6D47BA8F260D66991C4780	Status: Completed
Subject: Please DocuSign: 20-00000-22-00050 A001 eProcurement Solutions	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Theresa Mendibles
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Theresa.Mendibles@gsd.nm.gov
	IP Address: 174.218.0.146

Record Tracking

Status: Original	Holder: Theresa Mendibles	Location: DocuSign
5/4/2023 4:30:04 PM	Theresa.Mendibles@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	Sent: 5/4/2023 4:34:20 PM Resent: 5/5/2023 8:00:26 AM Viewed: 5/5/2023 8:06:39 AM Signed: 5/5/2023 8:06:53 AM
<i>MS</i>	
Signature Adoption: Pre-selected Style Using IP Address: 67.131.78.33	

Electronic Record and Signature Disclosure:
Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Theresa Mendibles theresa.mendibles@gsd.nm.gov GSD IT PROCUREMENT SPECIALIST New Mexico General Services Security Level: Email, Account Authentication (None)	<i>TM</i>	Sent: 5/5/2023 8:06:54 AM Viewed: 5/5/2023 8:07:50 AM Signed: 5/5/2023 8:07:59 AM
Signature Adoption: Pre-selected Style Using IP Address: 174.218.0.146		

Electronic Record and Signature Disclosure:
Accepted: 6/1/2020 5:55:33 PM
ID: a1931c7b-74ec-4e14-aa46-8324a6999adc

Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	<i>Valerie Paulk</i>	Sent: 5/5/2023 8:08:00 AM Viewed: 5/5/2023 8:08:25 AM Signed: 5/5/2023 8:13:27 AM
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10		

Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/4/2023 4:34:20 PM
Certified Delivered	Security Checked	5/5/2023 8:08:25 AM
Signing Complete	Security Checked	5/5/2023 8:13:27 AM
Completed	Security Checked	5/5/2023 8:13:27 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:

JAGGAER LLC.
3020 Carrington Mill Blvd
Morrisville, NC 27560

Contact: Travis Knapp
Email: TKnapp@jaggaer.com
Telephone No.: Office: 616.277.4076
Mobile: 515.451.0623

Price Agreement Number: 20-00000-22-00050

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:

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

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-795-1076

Email: Travis.Dutton-Leyda@state.nm.us

Invoice:

As Requested

Title: **eProcurement Solutions**

Term: **August 1, 2022 thru July 31, 2023**

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on the attached Participating Addendum.

NASPO ValuePoint Link:

<https://www.naspovaluepoint.org/portfolio/eprocurement-solutions-2011-2021/>

PARTICIPATING ADDENDUM
NASPO ValuePoint
eProcurement Solutions
Administered by the State of Utah (hereinafter “Lead State”)

MASTER AGREEMENT

SciQuest, Inc.

Master Agreement No: #W33-2010/PA494
(hereinafter “Contractor”)

And

New Mexico

(hereinafter “Participating State”)

20-00000-22-00050

This Participating Addendum is entered into by the State of New Mexico and **JAGGAER LLC** (formerly SciQuest, Inc.) (“Contractor,” and together with the Participating Entity, the “Addendum Parties”), pursuant to that certain Master Price Agreement for eProcurement Services (Hosted Software-as-a-Service), dated June 30, 2011, by and among Contractor and the State of Colorado, Administered by the State of Utah, and the NASPO ValuePoint Agreement #W33-2010/PA494, and State of New Mexico Price Agreement #20-00000-22-00050 (together with its exhibits and attachments, the “Master Agreement”). The underlying procurement for these Services was led by the State of Colorado, administered by the State of Utah on behalf of NASPO ValuePoint, for use by Participating Entities and those Authorized Purchasers approved by the Chief Procurement Official of a Participating Entity to utilize state contracts. This Participating Addendum is entered into pursuant to and incorporates by reference the terms and conditions of the Master Agreement. This Participating Addendum and the exhibits attached hereto are collectively referred to as the “Addendum.”

In consideration of the premises, covenants and mutual promises contained in this Addendum, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Addendum Parties hereby agree as follows.

1. **Scope:** The scope of this Addendum shall be limited to the scope of the Master Agreement. The purpose of this Addendum is to create a statewide centralized electronic procurement system providing more efficient delivery of state procurement services through the use of technology.
2. **Participation:** Use of the Master Agreement by an Authorized Purchaser is subject to the approval of the State Chief Procurement Official of the Participating Entity. Issues of interpretation and eligibility for participation are solely within the authority of the Participating Entity’s Chief Procurement Official.
3. **Modifications to Master Agreement:** Modifications to the Master Agreement and additional terms and conditions specific to this Addendum are attached hereto and incorporated herein as **Attachment A**.
4. **Primary Contacts:** The primary contacts for this Addendum shall be the individuals identified below or such other individuals as may be identified from time to time in a Notice sent by a designating party to the other parties set forth below:

Lead State Contract Administrator

Name: Windy Aphayrath

Address: State of Utah, Division of Purchasing

3150 State Office Bldg Capitol Hill

Salt Lake City, UT 84114

Telephone: (801) 538-3097

E-mail: waphayrath@utah.gov

Contractor

Name: John Hogshire, Controller
Address: 3020 Carrington Mill Blvd, #100
Morrisville, NC 27560
Telephone: (919) 659-2100
E-mail: jhogshire@jaggaer.com

Participating State

Name: State of *New Mexico*
Address: 1100 S. St Francis Drive, Room 2016
Telephone: 505-795-1076
E-mail: travis.dutton-leyda@state.nm.us

5. **Subcontractors:** All assignments, subcontracts, or Subcontractors approved by Contractor or the Participating Entity are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Authorized Subcontractors under this Addendum are set forth in the Master Agreement.

6. **Contract Instructions:** All Service Orders issued under this Addendum shall be substantially in the form set forth in Exhibits E (Form of Statement of Work) and F (Form of Order Form) to the Master Agreement. The Authorized Purchaser entering into a Service Order shall be solely responsible therefore and the Participating Entity shall not be responsible for or liable under any Service Order, unless the Participating Entity is the Authorized Purchaser under the Service Order. Each Service Order issued under this Participating Addendum shall contain the following:

[Tie to Forms of Order Form and SOW]

- (a) "This Contract is subject to NASPO ValuePoint Master Agreement #W33-2010/PA494 and the Participating Entity Price Agreement #20-00000-22-00050";
- (b) The name, address, contact, and phone number for the Authorized Purchaser;
- (c) The Contractor Applications to which the Participating Entity is subscribing;
- (d) A description of the Services to be provided; and
- (e) The payment amounts and terms for the Subscriptions and Services.

All Service Orders shall be forwarded to Contractor through Contractor's Vice President of Finance at the following address:

Address Contracts to:

Name: Lisa Thompson, Vice President of Finance
Address: 30209 Carrington Mill Blvd
Morrisville, NC 27560
Telephone: (919) 659-2317
Fax: (919) 659-2199
E-mail: lthompson@jaggaer.com

All payments shall be remitted to Contractor at the following address:

Name: Tonika Breeden, Sr. Accountant
Address: 30209 Carrington Mill Blvd
Morrisville, NC 27560
Telephone: (919) 659-2518
Fax: (919) 659-2199

E-mail: tbreeden@jaggaer.com

This Addendum and the Master Agreement, set forth the entire agreement between the Addendum Parties with respect to the subject matter hereof and all previous communications, representations or agreements, whether oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. Terms and conditions inconsistent with, contrary, or in addition to the terms and conditions of this Addendum and the Master Agreement, shall not be added to or incorporated into this Addendum or the Master Agreement by any subsequent contract 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 shall prevail and govern in the case of any inconsistent or additional terms within the jurisdiction of the Participating Entity.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Addendum Parties have executed this Addendum as of the date of execution by both Addendum Parties below.

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">CONTRACTOR: JAGGAER, LLC.</p> <p>Name: Matt Foreman Title: Sr. Legal Counsel</p> <p style="text-align: center;">DocuSigned by: <i>Matt Foreman</i> 218C416F129941D...</p> <p>Signature _____ Date: 7/15/2022</p> <p style="text-align: center;">APPROVED:</p> <p>Name: _____ Title: NASPO ValuePoint Contract Administrator</p> <p style="text-align: center;">N/A</p> <p>Signature _____ Date: _____</p>	<p style="text-align: center;">PARTICIPATING ENTITY: New Mexico</p> <p>Name: Mark Hayden Title: State Purchasing Agent</p> <p style="text-align: center;"><i>Valerie Paulk</i></p> <p>Signature _____ Date: 7/18/2022</p> <p style="text-align: center;">LEGAL REVIEW:</p> <p style="text-align: center;"><i>Paul Kippert</i></p> <p>By: _____ Legal Review (Assistant) Attorney General</p> <p>Date: 7/18/2022</p>
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This agreement was signed on behalf of the State Purchasing Agent

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Shannon Berry
Telephone	775-720-3404
E-mail	sberry@naspovaluepoint.org

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

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

PA Attachment A

1. **Taxes:** The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

2. **Definitions:**

- a. **"Authorized Users"** shall mean (i) the Participating State's employees, contractors, subcontractors and outsourcing vendors and (ii) employees, contractors, subcontractors and outsourcing vendors of any Affiliates or other entities designated in an Order Form as being authorized by the Participating State to access and use the JAGGAER Applications and Services, in each case who have been supplied user identification and passwords by the Participating State. Any use by contractors, subcontractors or outsourcing vendors acting on the Participating State's behalf shall be subject to the terms of this Agreement and the Participating State remains responsible for its obligations and for the activities and omissions of such third parties.
- b. **"Client Data"** shall mean data generated, uploaded or transmitted by Authorized Users using the JAGGAER Applications.
- c. **"JAGGAER Applications"** shall mean those software applications made available to the Participating State by the Contractor via a Subscription.
- d. **"Order Form"** shall mean the ordering documents executed by the Contractor and the Participating State that represent the initial purchase of the Subscription to the JAGGAER Applications and certain Services, and any subsequent ordering documents that from time to time are executed hereunder by the Participating State and the Contractor and which shall expressly refer to the Agreement.
- e. **"Professional Services"** shall mean any implementation, training, consulting, data migration, conversion, integration or other services provided by the Contractor to the Participating State, as set forth in a statement of work or as described in the Terms of Service.
- f. **"Services"** shall mean the Support Services and Professional Services.
- g. **"Subscription"** shall mean the right of Authorized Users to access the JAGGAER Applications and certain Professional Services during the Subscription Term, as set forth in an Order Form.
- h. **"Support Services"** shall mean the maintenance and support services described in the Terms of Service and provided in connection with the JAGGAER Applications.
- i. **"Terms of Service"** shall mean those Support Services and Professional Services terms posted at <https://www.jaggaer.com/jaggaer-one-terms-of-service/>, which are incorporated herein. The Participating State acknowledges and agrees it has read, understands and agrees to be bound by the Terms of Service.

3. **Changes:** In connection with the Contractor's efforts to continually improve the JAGGAER Applications and Services, the Contractor may from time to time develop and make available to the Contractor's clients, free of charge, enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the JAGGAER Applications, Services and Terms of Service ("Changes"). The Contractor shall provide the Participating State reasonable, advance notice of all Changes to the JAGGAER Applications, Services and Terms of Service in order to, among other things, enable the Participating State to prepare for upcoming releases, learn about new features, and access key information about the JAGGAER Applications, Services and Terms of Service. IN NO EVENT MAY THE CONTRACTOR MAKE ANY CHANGES THAT MATERIALLY AND ADVERSELY IMPACT THE PARTICIPATING STATE'S USE OF THE JAGGAER APPLICATIONS OR SERVICES. The Participating State hereby authorizes JAGGAER to implement such Changes.

4. **Term:** THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on a date approved by the New Mexico State Purchasing Agent, if the New Mexico State Purchasing Agent has signed this Agreement, and end on July 31, 2023. The Participating State reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150.

5. **Termination:**
 - a) **Grounds.** The Participating State may terminate this Agreement for cause. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.

 - b) **Notice; Participating State Opportunity to Cure.**
 - (1) Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - (2) Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Participating State does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - (3) Notwithstanding the foregoing, this Agreement may be terminated upon thirty (30) days written notice to the Contractor (i) if the Contractor becomes unable to provide the Goods or perform the Services contracted for; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

 - c) **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for acceptable work performed prior to termination of this Agreement; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of

receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. **Appropriations:** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature for the performance of this Agreement and, specifically, payment to the Contractor, or if any specific product of the Contractor applicable to the Participating State is no longer available, this Agreement shall terminate upon thirty (30) days written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. **Status of Contractor:** The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State and are not employees of the State of New Mexico. The Contractor and its 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 reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

8. **Conflict of Interest; Governmental Conduct Act:**
 - a) The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

 - b) The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - (1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;
 - (2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. **Penalties for violation of law:** The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.
12. **Equal Opportunity Compliance:** The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
13. **Workers Compensation:** The Contractor agrees to comply with the Participating State's 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 Participating State.
14. **Applicable Law:** 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.
15. **Records and Financial Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment.
16. **Invalid Term or Condition:** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
17. **Enforcement of Agreement:** A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.
18. **Non-Collusion:** 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 Participating State.

19. **Notices:** Any notice required to be given to either Party by this Agreement shall be in writing and shall be 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 Participating State:

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Fax:	(505) 827-2484
Email:	mark.hayden@state.nm.us

To the Contractor:

Name:	Kevin Smith, General Counsel
Address:	3020 Carrington Mill Blvd, #100, Morrisville, NC 27560
Telephone:	919-659-2100
Email:	ksmith@jaggaer.com

20. **Succession:** This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

21. **Use of the JAGGAER Applications and Services:**

- a. **Proprietary Rights.** This is a subscription agreement for use of the JAGGAER Applications. This Agreement is not a sale, assignment or transfer, of any software. The Participating State agrees that the Contractor, its licensors or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the JAGGAER Applications, the Services, Services deliverables and any and all related and underlying software (including interfaces created by the Contractor), databases, technology, reports and documentation, and any adaptation, modification, derivation, addition or extension to the JAGGAER Applications and Services. Except for the Subscription granted hereunder, nothing in the Agreement gives the Participating State any right, title or interest in or to the JAGGAER Applications, the Services or any related documentation.
- b. **JAGGAER License.** JAGGAER hereby grants to the Participating State a nontransferable, non-exclusive license during the Subscription Term, to allow Authorized Users to access and use the JAGGAER Applications for its internal business purposes.
- c. **Use Guidelines.**
 - i. The JAGGAER Applications are provided to the Participating State for use only as expressly set forth in this Agreement, and the Participating State will not use the JAGGAER Applications in whole or in part for any other use or purpose. In particular, the Participating State will not, and will not allow any third party to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the JAGGAER Applications by any means, or disclose any of the foregoing; (ii) except as expressly set forth in this Agreement, provide, rent, lease, lend, or use the JAGGAER Applications for timesharing, subscription, or service bureau purposes; (iii) sublicense, transfer or assign the JAGGAER Applications or any of the rights or licenses granted under this Agreement; or remove or obscure any trademark, product identification, proprietary marking,

compliance with, industry data handling standards (such as Service Organization Control ("SOC") standards) or equivalent standards. The Contractor shall not use or disclose Client Data except as needed to facilitate the Participating State's use of the JAGGAER Applications and Services, or otherwise to perform or provide services under this Agreement, as further described in the <https://www.jaggaer.com/service-privacy-policy/>, which is incorporated into this Agreement.

22. **Headings:** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

23. **Payment:**

a. **Payment.** Unless otherwise stated in the applicable Order Form, all payments shall be made in United States dollars no later than thirty (30) days after the date of invoice, payable in full, without reduction for any offset, withholding or other claims (except with respect to charges then under reasonable and good faith dispute as evidenced in a writing promptly sent by the Participating State to the Contractor prior to the payment due date). All payments not received when due shall accrue interest at a rate per month of one and one-half percent (1.5%) (excluding reasonably disputed payments).

b. **Suspension of Service.** IF THE PARTICIPATING STATE ACCOUNT IS THIRTY (30) DAYS OR MORE OVERDUE (EXCEPT WITH RESPECT TO CHARGES THEN UNDER REASONABLE AND GOOD FAITH DISPUTE), IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES (INCLUDING THE TERMINATION RIGHTS SET FORTH IN THIS AGREEMENT), THE CONTRACTOR RESERVES THE RIGHT, UPON TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE PARTICIPATING STATE, TO SUSPEND THE SUBSCRIPTION TO THE JAGGAER APPLICATIONS AND PROVISION OF SERVICES WITHOUT LIABILITY TO THE CONTRACTOR UNTIL SUCH ACCOUNT IS PAID IN FULL.

24. **Default/Breach:** In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

25. **Equitable Remedies:** Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the Participating State may have under applicable law, including, but not limited to, monetary damages.

26. **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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to

maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Participating State exceed \$250,000.

- b) Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the Participating State.
- c) Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

27. Indemnification: The Contractor shall defend, indemnify and hold harmless the Participating State from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of any claims, demands, suits or proceedings brought by a third party alleging that the JAGGAER Applications infringe upon any patent, copyright or trademark or misappropriate any trade secret or other intellectual property rights of any third party. The Contractor shall have no obligation to indemnify the Participating State to the extent any alleged patent infringement arises out of (a) the use of the JAGGAER Applications by the Participating State in combination with other data, products, software, processes or materials not provided or authorized by the Contractor; (b) the modification of the JAGGAER Applications by a party other than the Contractor; (c) any unauthorized use of the JAGGAER Applications or (d) the Client Data. Should the JAGGAER Applications as used by the Participating State infringe, or in the Contractor's commercially reasonable opinion be likely to infringe, the Contractor shall, at its option and sole expense: (i) procure for the Participating State the right to continue to use the JAGGAER Applications, (ii) modify the JAGGAER Applications to eliminate any such claim that might result from their use hereunder, provided such modification does not adversely affect the functional capabilities of the JAGGAER Applications or (iii) replace the JAGGAER Applications with equally suitable, compatible and functionally equivalent non-infringing JAGGAER Applications at no additional charge to the Participating State. If none of these options is commercially practicable, then this Agreement may be terminated by the Contractor without further obligation or liability on the part of either party hereto except that the Contractor agrees to promptly refund to the Participating State the fees paid by the Participating State for the portion of the Subscription Term for which the JAGGAER Applications would no longer be available to the Participating State. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than five (5) days after it receives notice thereof, notify the legal counsel of the Participating State and the Risk Management Division of the New Mexico General Services Department by certified mail.

28. Limitations of Liability: NEITHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) THAT RESULT FROM OR ARE RELATED TO THIS AGREEMENT OR ANY OF THE JAGGAER APPLICATIONS, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. TO THE EXTENT PERMITTED UNDER NEW MEXICO LAW, EXCEPT FOR AMOUNTS OWED TO THE CONTRACTOR BY THE PARTICIPATING STATE AS SET FORTH IN AN ORDER FORM, THIS AGREEMENT OR ANOTHER DOCUMENT, THE AGGREGATE LIABILITY OF EITHER PARTY RELATED TO

OR ARISING OUT OF THE AGREEMENT OR ANY OF THE JAGGAER APPLICATIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNTS RECEIVED BY THE CONTRACTOR FROM THE PARTICIPATING STATE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES. THE LIMITATIONS OF LIABILITY UNDER THIS SECTION SHALL NOT APPLY TO ANY OBLIGATIONS AND LIABILITIES ARISING FROM VIOLATIONS BY EITHER PARTY HEREUNDER OF SECTIONS 21 OR 35 OF THIS AGREEMENT, OR ANY INDEMNIFICATION PROVIDED BY THE CONTRACTOR UNDER SECTION 25 OF THIS AGREEMENT.

29. **Default and Force Majeure:** The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Agreement without further cost to the Purchasing Entity, due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the Order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Participating State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Participating State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.
30. **Assignment:** The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Participating State, such approval not to be unreasonably withheld.
31. **Subcontracting:** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State, such approval not to be unreasonably withheld. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Participating State.
32. **Inspection of Plant:** The Participating State may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.
33. **Warranty:**
 - a. **JAGGAER Applications Warranty.** The Contractor hereby warrants that the JAGGAER Applications will operate in substantial conformity with the then-current published specifications. In the event of any failure of the JAGGAER Applications to perform in substantial conformity to such specifications, the Contractor will, at the Contractor's sole option, and as the Participating State's sole and exclusive remedy, either (i) repair the applicable JAGGAER Applications or (ii) terminate this Agreement and/or the Subscription to the JAGGAER Applications and refund to the Participating State a sum equal to the Subscription fees paid for the period during which the JAGGAER Applications were rendered unusable, prorated on a monthly basis.

- b. **Services Warranty.** The Contractor represents and warrants that it will perform the Services in a good, workmanlike and professional manner. The Participating State's remedy for breach of the warranties in this paragraph shall be the re-performance of the relevant Services free of charge.
- c. **Disclaimer of Warranties.** EXCEPT FOR THE WARRANTIES CONTAINED IN THIS SECTION 33, THE CONTRACTOR MAKES NO WARRANTIES REGARDING THE JAGGAER APPLICATIONS AND SERVICES. THE CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE CONTRACTOR DOES NOT WARRANT THAT ACCESS TO THE JAGGAER APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL DEFECTS AND ERRORS IN THE JAGGAER APPLICATIONS WILL BE CORRECTED, OR THAT THE JAGGAER APPLICATIONS AND SERVICES WILL MEET THE PARTICIPATING STATE'S PARTICULAR REQUIREMENTS OR EXPECTATIONS. THE CONTRACTOR DOES NOT PROVIDE ANY WARRANTIES REGARDING THE ACCURACY OF DATA OR INFORMATION PROVIDED BY THIRD PARTIES. THE CONTRACTOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES AND ANY OTHER PROBLEMS ARISING FROM THE PARTICIPATING STATE'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE CONTRACTOR AND THE PARTICIPATING STATE. THE CONTRACTOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITED WARRANTIES SPECIFIED HEREIN.

34. **Condition of Proposed Items:** Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

35. **Confidentiality:** Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Participating State. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Participating State within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Participating State will result in damages.

36. **Contractor Personnel:**

- a) Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Participating State. Key personnel are those individuals considered by the Participating State to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

N/A

- b) **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Participating State. For all personnel, the Participating State reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Agreement is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to the Participating State's approval. The Participating State, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Agreement. The Contractor shall also make interim arrangements to assure that the Agreement progress is not affected by the loss of personnel. The Participating State reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Participating State, meeting the Participating State's expectations.
37. **Incorporation by Reference and Precedence:** In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Participating Addendum; (2) the Master Lease Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.
38. **Insurance:** If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.
- a) **Workers Compensation** (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- b) **Comprehensive general liability** (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
- (1) Combined Single Limit: \$1,000,000 per person /\$1,000,000 per occurrence.
(2) Property damage or combined single limit coverage: \$1,000,000.
(3) Automobile liability (including non-owned automobile coverage): \$1,000,000.
(4) Umbrella: \$1,000,000.
- c) Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.
39. **Arbitration:** Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*
40. **New Mexico Administrative Reporting and Fees:** All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **one**

percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. **“Gross total sales”** means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if Contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the “State Purchasing Division.” This contract number 10-00000-21-00089 must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:
<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

41. Lease Agreements:

Reserved

- 42. Subcontractors:** All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor’s dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement. The Contractor’s global list of sub-processors is available at <https://www.jaggaer.com/trustcenter/subprocessors/>.

Certificate Of Completion

Envelope Id: E1E6E5C8888E4CB1ACBACAC144D9D273	Status: Completed
Subject: Jaggaer PA	
Source Envelope:	
Document Pages: 18	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Travis Dutton-Leyda
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	travis.dutton-leyda@state.nm.us
	IP Address: 98.60.115.232

Record Tracking

Status: Original	Holder: Travis Dutton-Leyda	Location: DocuSign
7/18/2022 2:33:39 PM	travis.dutton-leyda@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signature	Timestamp
Paul Kippert	Sent: 7/18/2022 2:45:35 PM
Paul.Kippert@state.nm.us	Viewed: 7/18/2022 3:25:35 PM
State of New Mexico, Dept of Information Technology	Signed: 7/18/2022 3:26:05 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Accepted: 9/9/2020 1:49:21 PM
 ID: 666bb93b-caef-4912-aa64-05b4aa8bcffb

Valerie Paulk	Sent: 7/18/2022 2:45:36 PM
valerie.paulk@state.nm.us	Viewed: 7/18/2022 2:47:28 PM
Signed of Behalf of State Purchasing Agent	Signed: 7/18/2022 2:47:54 PM
New Mexico General Services	
Security Level: Email, Account Authentication (None), Login with SSO	
Signature Adoption: Pre-selected Style	
Using IP Address: 174.205.101.42	
Signed using mobile	

Electronic Record and Signature Disclosure:
 Accepted: 5/29/2020 9:40:59 AM
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/18/2022 2:45:36 PM
Certified Delivered	Security Checked	7/18/2022 2:47:28 PM
Signing Complete	Security Checked	7/18/2022 2:47:54 PM
Completed	Security Checked	7/18/2022 3:26:05 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.