



INCORPORATED COUNTY OF LOS ALAMOS

ADDENDUM TO COUNTY PURCHASE ORDER NO. XX-XXX

This Addendum to the County Purchase Order No. XXX (this "Addendum") modifies the Cohesity Agreements' (SaaS Service Level Agreement, SaaS Terms of Service, Support and Maintenance Terms and Conditions, Scope of License Terms, End User License Agreement, and any other applicable agreement, as may be amended by Cohesity) terms and conditions between Incorporated County of Los Alamos, an incorporated county of the State of New Mexico ("County") and Advanced Network Management, Inc., a New Mexico corporation ("Contractor") (collectively "Parties"). To the extent any provisions of this Addendum are inconsistent with the terms and conditions of the Agreements, the provisions of this Addendum will prevail. All terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

Except as modified by this Addendum, the Services are provided subject to the terms and conditions of the Agreement. Any modifications hereto shall be in writing and executed by the Parties.

WHEREAS, terms and conditions of the Agreement may be inconsistent with or may cause County to violate certain County policies or federal, state, and local laws to which it is subject; and

WHEREAS, County is subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq., and has a duty to disclose documents used in the course of public business.

NOW, THEREFORE, and in consideration of the premises and covenants contained herein, the Parties agree to amend the Agreement as follows:

- 1. CONFIDENTIALITY AND PROTECTION OF INFORMATION AND DISCLOSURE OF RECORDS.** Contractor acknowledges County is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq., any records which fall under the purview of the New Mexico Inspection of Public Records Act shall be retained by the Parties in conformance with those requirements; County has a duty to disclose documents used in the course of public business, including provision of any data which has been included in any documents, records, or communications.
- 2. INDEMNIFICATION BY COUNTY:** Contractor acknowledges that County is prohibited by New Mexico law from indemnifying Contractor and any references to such indemnification by County in the Agreement are hereby deleted.
- 3. TERM AND TERMINATION:** Contractor acknowledges that New Mexico law prohibits the inclusion of clauses that automatically extend the duration of an agreement unless one party provides notice to terminate it within a specified time (a.k.a. "Automatic Renewals") and any references to such Automatic Renewals in the Agreement are hereby deleted and all references to the term of the Agreement are hereby deleted and replaced with the following provision: "The term of this Agreement shall commence [redacted] and

shall continue through _____, unless sooner terminated as provided herein. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rates set out in the Agreement. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to the Agreement. The Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose."

IN WITNESS WHEREOF, the Parties have executed this Addendum on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes concurrent with the effective date of the Agreement and shall remain in effect throughout the term of the Agreement, unless otherwise mutually agreed in writing by Parties.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

ADVANCED NETWORK MANAGEMENT, INC., A NEW MEXICO CORPORATION

BY: _____
NAME **DATE**
TITLE