



**AMENDMENT NO. 1 TO
INCORPORATED COUNTY OF LOS ALAMOS
ADDENDUM NO. 1 TO PURCHASE ORDER 91298
REFERENCED AS AGR27-815**

This **AMENDMENT NO. 1** (“Amendment”) to the **Addendum No. 1 to the County Purchase Order (“PO”) 91298** (“Addendum” or “AGR27-815”) is entered into by and between the **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 be effective for all purposes August 5, 2027 (“Effective Date”).

WHEREAS, Parties entered into AGR27-815 dated July 26, 2026, recorded with the County Clerk’s Office as Document No. LACF26-1435; and

WHEREAS, after execution of AGR27-815 and issuance of PO91298 to Contractor, it was discovered that due to an administrative error, necessary additional products and services related to the County’s HPE Cohesity Data Protection Services software subscription licenses and associated Cluster Subscriptions had been inadvertently left off the original quote (“Quote QT-000116366”); and

WHEREAS, the Chief Purchasing Officer, after consultation with the County Attorney, has determined that neither Party has acted fraudulently or in bad faith; and

WHEREAS, this procurement of the additional products and services is made per Section 31-3(b)(4) using pricing found in the State of New Mexico’s General Services Department Purchasing Statewide Price Agreement NM 60-00000-25-00021AB; and

WHEREAS, Parties wish to amend AGR27-815 to include the additional missing products and services and amend PO91298 to increase compensation for these additional products and services; and

WHEREAS, County Council approved PO91298, AGR27-815, and Amendment No. 1 at a public meeting held on August 4, 2027; and

NOW, THEREFORE, for good and valuable consideration, Parties agree as follows:

- I. Delete Section 1 **PRODUCTS AND SERVICES** in its entirety and replace with the following:
 1. **PRODUCTS AND SERVICES.** Contractor shall provision and deliver to County the Hewlett Packard Enterprise (“HPE”) Cohesity Data Protection Service software subscription licenses and associated Cluster Subscriptions, and the Cohesity DataProtect Replication Service software feature (“Services”) as specified in Quote QT-000116366, attached hereto as Attachment 1 and Quote QT-000119326, attached hereto as Attachment 2, both of which are made a part hereof for all purposes. The HPE software subscription and replication software features shall be provided to County via

Electronic License to Use (E-LTU). Contractor shall electronically deliver the HPE Cohesity Data Protection SVC 1TB 3-yr E-LTU and Cluster Subscription activation, as referenced in Attachment 1, following issuance of the Purchase Order issued by County to Contractor, and prior to expiration of the County's current subscription on July 26, 2026. Contractor shall electronically deliver the Cohesity DataProtect Replication Service software features, as referenced in Attachment 2, following issuance of the revised Purchase Order issued by County to Contractor, and prior to expiration of County's current Cohesity Data Protect Replication Service on August 14, 2026. For the purposes of Contractor's delivery obligations, the products and Services shall be deemed functional and successfully delivered immediately upon activation of subscription renewal and activation of the Cohesity Data Protect Replication Service. Contractor shall not be responsible for any delays in the software becoming operationally active due to County's hardware readiness, network configuration, or delayed activation of the subscription by County.

II. Delete Section **2 FUNCTIONALITY** in its entirety and replace with the following:

2. FUNCTIONALITY. The HPE Cohesity Data Protection software is an enterprise-class, software-defined backup, recovery, and cyber-resilience platform. The Cohesity DataProtect Replication Service is an automated software feature that copies the County's backed-up data from one Cohesity cluster to another remote cluster to ensure disaster recovery and data availability. Contractor agrees that the software delivered, as described in Attachment 1 and Attachment 2, shall substantially conform to the standard, commercially available functional specifications published in the official HPE and Cohesity products, datasheets, and technical documentation for the specific products purchased herein. In the event that the software fails to provide the basic operational functionality detailed in the manufacturer's documentation, Contractor shall act as County's advocate to escalate, facilitate, and coordinate a remedy, patch, or replacement directly with HPE and Cohesity technical support. Contractor does not independently modify or warrant the software functionality.

III. Insert a new **Attachment 2 – Quote QT-000119326**, attached hereto and made a part hereof for all purposes.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

(This section intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

MICHAEL D. REDONDO
COUNTY CLERK

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

ADVANCED NETWORK MANAGEMENT, INC., A NEW MEXICO CORPORATION

BY: _____
DATE

NAME: _____

TITLE: _____

Attachment 2
Quote QT-000119326
AGR27-815

(This section intentionally left blank)