



INCORPORATED COUNTY OF LOS ALAMOS

ADDENDUM NO. 1 TO COUNTY PURCHASE ORDER NO. 91298 ADDENDUM REFERENCE NO. AGR27-815

This Addendum to the County Purchase Order No. 91298 (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 ("Agreements") 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 Agreements.

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

WHEREAS, terms and conditions of the Agreements 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, this procurement 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, 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, in consideration of the premises and covenants contained herein, the Parties agree to amend the Agreements as follows:

- 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 ("Services") as specified in Quote QT-000116366, attached hereto as Attachment 1 and made a part hereof for all purposes. The HPE software subscription 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 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. 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. 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.

2. **FUNCTIONALITY.** The HPE Cohesity Data Protection software is an enterprise-class, software-defined backup, recovery, and cyber-resilience platform. Contractor agrees that the software delivered, as described in Attachment A, 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.
3. **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.
4. **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 Agreements are hereby deleted.
5. **TERM AND TERMINATION.** Contractor acknowledges that New Mexico law prohibits 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 Agreements are hereby deleted and all references to the term of the Agreements are hereby deleted and replaced with the following provision: "The term of this Agreement shall commence July 26, 2026 and shall continue through July 25, 2029, 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 Attachment 1. 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."
6. **CHOICE OF LAW:** The interpretation and enforcement of the Agreements shall be governed by and construed in accordance with the laws of the State of New Mexico.
7. **VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** Contractor acknowledges that County is a governmental entity in the State of New and any references to governing law other than the laws of the State of New Mexico are hereby deleted and replaced with the following provision: "County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall

be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel."

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 Agreements, unless otherwise mutually agreed in writing by Parties.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS



MICHAEL D. REDONDO
COUNTY CLERK



BY: Anne W. Laurent 7/21/2026

ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

Kathryn S. Thwaites for

J. ALVIN LEAPHART
COUNTY ATTORNEY

ADVANCED NETWORK MANAGEMENT, INC., A NEW MEXICO CORPORATION

BY: Lauren Taylor 7/22/2026

DATE
NAME: Lauren Taylor
TITLE: General Counsel

Attachment 1
Quote QT-000116366
AGR27-815

(This section intentionally left blank)

Addendum Reference No. AGR27-815
Advanced Network Management, Inc.



Advanced Network Management, Inc
4001 Jefferson Plaza NE
Albuquerque, NM 87109

Bart Goodman
+1 (505) 338-0606
bart.goodman@anm.com

Quote #: QT-000116366

Los Alamos County
1000 Central Avenue Suite 220
Los Alamos, NM 87544
NM State Wide Purchasing Agreement: NM 60-00000-25-00021AB
Marlena Sanchez
505-663-1996
marlena.sanchez@lacnm.us

LAC - HPE Cohesity SW renewal 3 Yr

June 09, 2026										
Part Number	Description	Start Date	End Date	Term(M)	Qty	List Price	Extended LP	Discount%	Price	Extended Price
R8F43AAE	Cohesity DataProtect SVC 1TB 3yr E-LTU	7/26/2026	7/25/2029	36	119	\$ 5,115.00	\$ 608,685.00	52.00%	\$ 2,455.20	\$ 292,168.80
R8F43AAE 003	Renewal of Cluster Subscription	7/26/2026	7/25/2029	36	119	\$ -	\$ -	-	\$ -	\$ -
Sub-Total										\$ 292,168.80
Estimated Taxes										\$ 20,634.42
Shipping Costs										\$ -
Grand Total										\$ 312,803.22

Purchase Orders should be issued to:
Advanced Network Management, Address: 4001 Jefferson Plaza NE Albuquerque, NM 87109
NM Vendor ID # 0000051498 || NM Tax ID # CRS: 02-2617770-09
Federal Tax ID # 85-0427142 || DUNS # 83-909-5247
Credit: Net 30 Days (all credit terms subject to prior ANM credit approval)

Customer Signature Date
Anne W. Laurent

Customer Name (Printed) Title

