



Advanced Network Management, Inc
 2 North Nevada Avenue, Suite 1180
 Colorado Springs, CO 80903

James Covey
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 james.covey@anm.com

Douglas County CO
 100 Third Street
 Castle Rock, CO 80104

Contract Number: CO AR3227 172938
 Sam Rassas
 303-660-7323
 urassas@douglas.co.us

Quote #: QT-000070784

District Attorney Network

07-Mar-24

Part Number	Description	Term(M)	Qty	List Price	Price	Extended Price
Justice Center						
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage		5	\$ 11,974.90	\$ 5,987.45	\$ 29,937.25
CON-SNT-C93004PA	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	12	5	\$ 858.20	\$ 712.31	\$ 3,561.55
C9300-NW-A-48	C9300 Network Advantage, 48-port license		5	\$ -	\$ -	\$ -
CAB-TA-NA	North America AC Type A Power Cable		10	\$ -	\$ -	\$ -
C9300-SSD-NONE	No SSD Card Selected		5	\$ -	\$ -	\$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable		5	\$ 118.29	\$ 59.15	\$ 295.75
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM		5	\$ 112.38	\$ 56.19	\$ 280.95
TE-C9K-SW	TE agent for IOSXE on C9K		5	\$ -	\$ -	\$ -
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300		5	\$ -	\$ -	\$ -
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4		5	\$ -	\$ -	\$ -
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300		5	\$ -	\$ -	\$ -
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses		5	\$ -	\$ -	\$ -
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	36	5	\$ 4,459.48	\$ 2,229.74	\$ 11,148.70
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches		5	\$ -	\$ -	\$ -
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	36	5	\$ -	\$ -	\$ -
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded		5	\$ -	\$ -	\$ -
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	36	5	\$ -	\$ -	\$ -
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module		5	\$ 3,016.36	\$ 1,508.18	\$ 7,540.90
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		5	\$ -	\$ -	\$ -
PWR-C1-1100WAC-UP	Upgrade option 1100W AC 80+ platinum Config 1 Power Supply		5	\$ 1,242.03	\$ 621.01	\$ 3,105.05
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply		5	\$ 2,247.48	\$ 1,123.74	\$ 5,618.70
SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL		5	\$ -	\$ -	\$ -
C9300-48P-A						
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage		3	\$ 11,974.90	\$ 5,987.45	\$ 17,962.35
CON-SNT-C93004PA	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	12	3	\$ 858.20	\$ 712.31	\$ 2,136.93
C9300-NW-A-48	C9300 Network Advantage, 48-port license		3	\$ -	\$ -	\$ -
CAB-TA-NA	North America AC Type A Power Cable		6	\$ -	\$ -	\$ -
C9300-SSD-NONE	No SSD Card Selected		3	\$ -	\$ -	\$ -
TE-C9K-SW	TE agent for IOSXE on C9K		3	\$ -	\$ -	\$ -
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300		3	\$ -	\$ -	\$ -
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4		3	\$ -	\$ -	\$ -
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300		3	\$ -	\$ -	\$ -
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses		3	\$ -	\$ -	\$ -
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	36	3	\$ 4,459.48	\$ 2,229.74	\$ 6,689.22
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches		3	\$ -	\$ -	\$ -
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	36	3	\$ -	\$ -	\$ -
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded		3	\$ -	\$ -	\$ -
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	36	3	\$ -	\$ -	\$ -
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module		3	\$ 3,016.36	\$ 1,508.18	\$ 4,524.54
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		3	\$ -	\$ -	\$ -
PWR-C1-1100WAC-UP	Upgrade option 1100W AC 80+ platinum Config 1 Power Supply		3	\$ 1,242.03	\$ 621.01	\$ 1,863.03
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply		3	\$ 2,247.48	\$ 1,123.74	\$ 3,371.22
STACK-T1-3M	3M Type 1 Stacking Cable		3	\$ 354.87	\$ 177.44	\$ 532.32
CAB-SPWR-150CM	Catalyst Stack Power Cable 150 CM - Upgrade		3	\$ 118.29	\$ 59.15	\$ 177.45
SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL		3	\$ -	\$ -	\$ -
C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare		2	\$ 3,128.17	\$ 1,564.09	\$ 3,128.18
CW9164I-MR	Catalyst 9164I AP (W6E, tri-band 4x4) w/Meraki		16	\$ 2,205.98	\$ 1,102.99	\$ 17,647.84
LIC-ENT-3YR	Meraki MR Enterprise License, 3YR		16	\$ 451.58	\$ 225.79	\$ 3,612.64
Hugo						
C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage		1	\$ 7,071.41	\$ 3,535.70	\$ 3,535.70
CON-SNT-C93002PA	SNTC-8X5XNBD Catalyst 9300 24-port PoE+, Network Adva	12	1	\$ 507.12	\$ 420.91	\$ 420.91
C9300-NW-A-24	C9300 Network Advantage, 24-port license		1	\$ -	\$ -	\$ -
CAB-TA-NA	North America AC Type A Power Cable		2	\$ -	\$ -	\$ -
C9300-SSD-NONE	No SSD Card Selected		1	\$ -	\$ -	\$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable		1	\$ 118.29	\$ 59.15	\$ 59.15
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM		1	\$ 112.38	\$ 56.19	\$ 56.19
TE-C9K-SW	TE agent for IOSXE on C9K		1	\$ -	\$ -	\$ -
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300		1	\$ -	\$ -	\$ -
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4		1	\$ -	\$ -	\$ -
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300		1	\$ -	\$ -	\$ -
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses		1	\$ -	\$ -	\$ -

C9300-DNA-A-24-3Y	C9300 DNA Advantage, 24-Port, 3 Year Term License	36	1	\$	2,377.60	\$	1,188.80	\$	1,188.80
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches		1	\$	-	\$	-	\$	-
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	36	1	\$	-	\$	-	\$	-
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded		1	\$	-	\$	-	\$	-
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	36	1	\$	-	\$	-	\$	-
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		1	\$	-	\$	-	\$	-
PWR-C1-1100WAC-UP	Upgrade option 1100W AC 80+ platinum Config 1 Power Supply		1	\$	1,242.03	\$	621.01	\$	621.01
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply		1	\$	2,247.48	\$	1,123.74	\$	1,123.74
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module		1	\$	3,016.36	\$	1,508.18	\$	1,508.18
SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL		1	\$	-	\$	-	\$	-
CW9164I-MR	Catalyst 9164I AP (W6E, tri-band 4x4) w/Meraki		3	\$	2,205.98	\$	1,102.99	\$	3,308.97
LIC-ENT-3YR	Meraki MR Enterprise License, 3YR		3	\$	451.58	\$	225.79	\$	677.37
Kiowa									
C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage		1	\$	7,071.41	\$	3,535.70	\$	3,535.70
CON-SNT-C93002PA	SNTC-8XSXNBD Catalyst 9300 24-port PoE+, Network Advda	12	1	\$	507.12	\$	420.91	\$	420.91
C9300-NW-A-24	C9300 Network Advantage, 24-port license		1	\$	-	\$	-	\$	-
CAB-TA-NA	North America AC Type A Power Cable		2	\$	-	\$	-	\$	-
C9300-SSD-NONE	No SSD Card Selected		1	\$	-	\$	-	\$	-
STACK-T1-50CM	50CM Type 1 Stacking Cable		1	\$	118.29	\$	59.15	\$	59.15
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM		1	\$	112.38	\$	56.19	\$	56.19
TE-C9K-SW	TE agent for IOSXE on C9K		1	\$	-	\$	-	\$	-
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300		1	\$	-	\$	-	\$	-
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4		1	\$	-	\$	-	\$	-
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300		1	\$	-	\$	-	\$	-
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses		1	\$	-	\$	-	\$	-
C9300-DNA-A-24-3Y	C9300 DNA Advantage, 24-Port, 3 Year Term License	36	1	\$	2,377.60	\$	1,188.80	\$	1,188.80
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches		1	\$	-	\$	-	\$	-
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	36	1	\$	-	\$	-	\$	-
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded		1	\$	-	\$	-	\$	-
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	36	1	\$	-	\$	-	\$	-
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		1	\$	-	\$	-	\$	-
PWR-C1-1100WAC-UP	Upgrade option 1100W AC 80+ platinum Config 1 Power Supply		1	\$	1,242.03	\$	621.01	\$	621.01
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply		1	\$	2,247.48	\$	1,123.74	\$	1,123.74
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module		1	\$	3,016.36	\$	1,508.18	\$	1,508.18
SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL		1	\$	-	\$	-	\$	-
CW9164I-MR	Catalyst 9164I AP (W6E, tri-band 4x4) w/Meraki		5	\$	2,205.98	\$	1,102.99	\$	5,514.95
LIC-ENT-3YR	Meraki MR Enterprise License, 3YR		5	\$	451.58	\$	225.79	\$	1,128.95

Sub-Total	\$	150,792.17
Estimated Taxes	\$	-
Shipping Costs	\$	-
Grand Total	\$	150,792.17

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

This quote is governed by the terms and conditions of the following contract: CO AR3227 172938.

All software and/or hardware is subject to manufacturer terms and conditions.

Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except in the event of insufficient appropriations made available by federal and/or state legislature, or as otherwise prohibited by court order or law.

Prices shown may **NOT** include all applicable taxes and shipping charges.

All prices subject to change without notice. Supply subject to availability.

Taxes and Shipping costs are estimates and Customer agrees to pay the actual tax and shipping costs due as listed on the applicable invoice. Customer agrees to supplement their PO issued to ANM if necessary to authorize payment of actual invoiced taxes and shipping cost. NTTC required for non-taxable sales.

Amounts shown for Consumption-based products and services are estimates only, and Customer agrees to pay for invoiced amounts based on actual consumption.

Customer agrees to supplement their PO issued to ANM as necessary to authorize payment of actual consumption-based costs.

Expedited shipping is subject to an additional charge.

Credit card payments will be subject to a 3% surcharge, which is not greater than our total cost of accepting credit cards and is not applied to debit card payments.

Purchase Orders should be issued to:

Advanced Network Management, Address: 304 Inverness Way S, Suite 400 Englewood, CO 80112

CO Tax ID # 02872963

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 _____

Customer Name (Printed) _____ Title _____



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 Castle Rock, CO 80104

Contract Number: CO AR2472 139963
Sam Rassas
 303-660-7323
 urassas@douglas.co.us

Quote #: QT-000071724

District Attorney Network Fortinet

9-Apr-24

Part Number	Description	Term(M)	Qty	List Price	Price	Extended Price
Cloud FortiManager						
FC1-10-MVCLD-227-01-12	Security service and/or maintenace subscription for a specific FortiManager model	12	1	\$ 1,402.00	\$ 1,244.64	\$ 1,244.64
Subtotal						\$ 1,244.64
Lincoln-Hugo						
FG-101F	FortiGate-101F		1	\$ 2,970.00	\$ 1,968.08	\$ 1,968.08
FC-10-F101F-928-02-12	FortiGate-101F Advanced Threat Protection (IPS, Advanced Malware Protection Service, Application Control, and FortiCare Premium)	12	1	\$ 1,941.40	\$ 1,506.65	\$ 1,506.65
Subtotal						\$ 3,474.73
Elbert-Kiowa						
FG-101F	FortiGate-101F		1	\$ 2,970.00	\$ 1,968.08	\$ 1,968.08
FC-10-F101F-928-02-12	FortiGate-101F Advanced Threat Protection (IPS, Advanced Malware Protection Service, Application Control, and FortiCare Premium)	12	1	\$ 1,941.40	\$ 1,506.65	\$ 1,506.65
Subtotal						\$ 3,474.73
Sub-Total						\$ 8,194.10
Estimated Taxes						\$ -
Shipping Costs						\$ -
Grand Total						\$ 8,194.10

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This quote is governed by the terms and conditions of the following contract: CO AR2472 139963.

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Prices shown may **NOT** include all applicable taxes and shipping charges.

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Amounts shown for Consumption-based products and services are estimates only, and Customer agrees to pay for invoiced amounts based on actual consumption.

Customer agrees to supplement their PO issued to ANM as necessary to authorize payment of actual consumption-based costs.

Expedited shipping is subject to an additional charge.

Credit card payments will be subject to a 3% surcharge, which is not greater than our total cost of accepting credit cards and is not applied to debit card payments.

Purchase Orders should be issued to:

Advanced Network Management, Address: 304 Inverness Way S, Suite 400 Englewood, CO 80112

CO Tax ID # 02872963

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 _____

Customer Name (Printed) _____ Title _____





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Sam Rassas
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Quote #: QT-000072302

DA Power Backup - Hugo and Kiowa

01-Mar-24

Part Number	Description	Term(M)	Qty	List Price	Price	Extended Price
GXT5-1500LVRT2UXL	VERTIV:Vertiv Liebert GXT5 UPS - 1500VA/1350W 120V, Online Double Conversion Rack Tower Energy Star (GXT5-1500LVRT2UXL)		2	\$ 2,415.15	\$ 1,261.86	\$ 2,523.72
RDU101	VERTIV:Vertiv Liebert IntelliSlot RDU101 - Network Card ;Remote Management Adapter (RDU101)		2	\$ 450.00	\$ 264.71	\$ 529.42
GTHD	VERTIV:Remote Temp, Hum&Dew Point Senso		2	\$ 200.00	\$ 117.65	\$ 235.30

Sub-Total	\$ 3,288.44
Estimated Taxes	\$ -
Shipping Costs	\$ -
Grand Total	\$ 3,288.44

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This quote is governed by the terms and conditions of the following contract: .
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Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except in the event of insufficient appropriations made available by federal and/or state legislature, or as otherwise prohibited by court order or law.

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 All prices subject to change without notice. Supply subject to availability.

Taxes and Shipping costs are estimates and Customer agrees to pay the actual tax and shipping costs due as listed on the applicable invoice. Customer agrees to supplement their PO issued to ANM if necessary to authorize payment of actual invoiced taxes and shipping cost. NTTC required for non-taxable sales.

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Purchase Orders should be issued to:

Advanced Network Management, Address: 304 Inverness Way S, Suite 400 Englewood, CO 80112
 CO Tax ID # 02872963

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 _____

Customer Name (Printed) _____ Title _____





Terms and Conditions

These Terms and Conditions (“Agreement”) apply to hardware and software (collectively, “Products”) and services (“Services”) that you (“Customer”) purchase from Advanced Network Management, Inc. or its affiliates (collectively, “ANM”). Products that are manufactured by third-party vendors (“Manufacturers”) and associated Services provided by such Manufacturers may be subject to additional terms which are available at <https://anm.com/eulas-and-product-warranties/> (“Manufacturer’s Terms”) and incorporated into this Agreement by reference. Customer accepts this Agreement unless it has a separate signed agreement in which case that separate agreement will take precedence with the exception of the Manufacturer’s Terms.

1. ORDERS. Customer may purchase Products and/or Services from ANM by signing an ANM-provided quote (“Quote”), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM in writing including, without limitation, in a Statement of Work (collectively, “Orders”).

2. TERM. If Products or Services are provided on a subscription basis, ANM shall provide them from the initial date and for the period listed in the Order (“Initial Term”). Products or Services subject to a term that exceeds 12-months (e.g. 3-year subscription) (“Multi-Year Subscriptions”) are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds. ANM reserves discretion to divide the payment for a Multi-Year Subscription into several payments as a convenience for Customer. Following the Initial Term, the Products or Services will automatically renew for a term equivalent in length to the then-expiring term (“Renewal Term”) unless notice is provided to ANM at least 30 days prior to the end of the current term. Any Customer that is a government entity subject to non-appropriation of funds may terminate Products or Services that are subject to a Renewal Term by providing ANM notice at any time prior to the start of the Renewal Term.

3. PRICE. Prices provided on a Quote are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.

4. PAYMENT. Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. A service charge of 1.5% per month may be added to all past due balances until collected. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys’ fees and costs.

5. SHIPPING. ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM’s surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM’s shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.

6. PRODUCT RETURNS; RMA. Products are non-returnable and the prices and fees associated therewith will be non-refundable except as permitted in this Section. Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process (“RMA”). Products damaged after shipment may not be returned. Customer is responsible for complying with all Manufacturer return requirements and Customer agrees that any return may be subject to an ANM restocking fee plus shipping costs which it authorizes ANM to offset against any amounts to be credited to Customer’s ANM account. If Customer has not yet paid for the Product(s), ANM may invoice Customer for the restocking fee.

7. SECURITY INTEREST. Customer agrees that ANM shall have a purchase money security interest in all Products supplied to Customer by ANM under this Agreement until all payments due ANM for said Products are paid in full. ANM shall have the right to file in any state or local jurisdiction such financing statements as ANM deems necessary to perfect its purchase money security interest hereunder. Upon request by ANM, Customer hereby agrees to execute all documents necessary to secure ANM’s purchase money security interest. Customer also agrees that this Agreement may be filed by ANM in any state or local jurisdiction as a financing statement (or as other evidence of ANM’s purchase money security interest).

8. WARRANTIES. Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer’s Terms; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products and Services. Product warranties and warranties for Services performed by the Manufacturer (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable warranties and indemnifications with respect to Products and Services performed by Manufacturers, which shall be Customer’s sole and exclusive remedy relating to such Products and Services. With respect to Services performed by ANM, such Services shall be performed in a diligent, professional and workmanlike manner conforming to the requirements of the applicable Order. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT

9. INDEMNIFICATION. Unless prohibited by law, Customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys’ fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED: (A) IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES; (B) THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT AND SERVICES PERFORMED BY MANUFACTURERS WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN; AND (C) THE MAXIMUM LIABILITY OF ANM WITH RESPECT TO SERVICES PERFORMED BY ANM SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER TO ANM FOR SUCH SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM

11. DISPUTES. The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction’s laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.

12. NOTICES. Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.

13. SEVERABILITY. Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.

14. ENTIRE AGREEMENT. This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.