

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & SPLUNK, INC.**

THIS AMENDMENT is made to the AGREEMENT for the purchase of additional data analysis and software maintenance services by and between **SPLUNK INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of Purchase Peak Daily Volume of the AGREEMENT due to the addition of services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. EXHIBIT B, last page, entitled “**Splunk Software Licensing and Support Specifications/Compensation**” shall be amended by removing: *“Pursuant to the terms set forth in the Splunk Software License Agreement and Exhibits A and B to that Agreement, the County will purchase (1) Splunk Enterprise Perpetual licensing for an additional 10 Gigabytes of data analysis per day, in addition to the 10 Gigabytes currently in use by the County, for a total of up to 20 Gigabytes of data analysis per day and (2) software maintenance/support through June 20, 2018.”*

and replacing it with:

“Pursuant to the terms set forth in the Splunk Software License Agreement and Exhibits A and B to that Agreement, the County will purchase (1) additional capacity of the Splunk Enterprise Perpetual licensing for an additional 10 Gigabytes of Purchased Peak Daily Volume per day (New Purchase), in addition to the 20 Gigabytes currently in use by the County (Previously Purchased Software), for a total of up to 30 Gigabytes of data analysis per day and (2) annual software maintenance/support through June 20, 2018. The additional license fees for the additional 10GB capacity shall be \$22,500 and the additional maintenance fees for the additional 10 GB of capacity being purchased shall be \$9,000.”

2. Exhibit B, last page, entitled “**Splunk Software Licensing and Support Specifications/Compensation**” shall be amended by removing the total cost of \$53,464.66 and replacing it with a total cost of \$84,984.66.
3. Exhibit 2-1, attached to this Amendment No. 1 and setting forth an amended schedule of payments and amounts, is hereby incorporated by reference into the AGREEMENT.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on September 25, 2015.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By:
Signature of Chair, President, or
Vice-President

Dated:

Approved as to Fiscal Provisions:

Printed Name and Title

Dated:

Deputy Auditor/Controller

Dated:

By:
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.