



Amendment #1 Finance & Procurement

Date: May 23, 2023

Agreement #: 83921 - Splunk Licenses and Support

Contractor/Consultant: SHI Government Solutions,

Inc. Current Amount: \$197,149.42

- I. The City and Contractor executed the above-referenced Agreement, effective April 30, 2020, for a term of three years ending April 29, 2023; however, the parties have remained, and continue to remain, mutually engaged pursuant to the existing Agreement. Therefore, in order to align a new one-year renewal of the Services with the original term ending date of April 29, 2023, the Contractor agreed to extend the Services for an additional two months (now ending June 30, 2023).
- II. Section 2, Term, of the Agreement, in light of paragraph I of this Amendment #1, is amended by extending the ending date of the term (currently, June 30, 2023) for one additional year, continuing **through June 30, 2024.**
- III. Section 3, Compensation and Payment, of the Agreement is amended by increasing the amount \$68,919.64; therefore, the revised total amount of the Agreement is \$266,069.06.
- IV. Attachment B to the Agreement is deleted in its entirety and is replaced by adding new **Attachment B-1**, which is attached to this Amendment #1 and its content incorporated by reference as if fully set out here in its entirety.
- V. Reference to DIR-TSO-3984 and DIR-TSO-3926 in the Agreement # 83921 – Splunk Licenses and Support will be replaced with reference to DIR-TSO-4288.
- VI. This Amendment is effective upon the date of final execution by the parties, unless an earlier date is expressly stated within this document.

To the extent that the provisions of this Amendment conflict with any provisions of the Agreement and prior amendments, if any, the provisions of this Amendment shall prevail and govern for all purposes and in all respects.

 Josh Chronley Date
 Assistant Director, Finance & Procurement

DocuSigned by: <small>A4C0CEFF856C4B5...</small>	5/24/2023
Contractor	Date

APPROVED AS TO LEGAL FORM:

 Assistant City Attorney Date



Pricing Proposal
 Quotation #: 23213357
 Created On: 3/14/2023
 Valid Until: 6/30/2023

TX-City of Corpus Christi

Jesus Hernandez

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All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Splunk Cloud Subscription with Standard Success Plan - 100 GB/day (Renewal) Splunk - Part#: SE-S-CLD-ST Contract Name: Products and Related Services (Carahsoft) Contract #: DIR-TSO-4288 Coverage Term: 7/1/2023 – 6/30/2024 Note: Discount Off List - Includes: 9000 GB of storage and Support	1	\$80,000.00	\$68,919.64	\$68,919.64
			Subtotal	\$68,919.64
			Shipping	\$0.00
			Total	\$68,919.64

Additional Comments

STANDARD TERMS & CONDITIONS

All purchases of Splunk products, services and subscriptions are subject to and governed by the Splunk General Terms at <http://www.splunk.com/GeneralTerms>.

By purchasing any product, service or subscription, you hereby consent to the Splunk General Terms. However, the Splunk General Terms does not apply to the extent there is a separate mutually signed agreement for the relevant Splunk product, service or subscription. Each License in this Order is limited to use within the Capacity purchased. The Capacity limits that are set forth in this Order are further described at https://www.splunk.com/en_us/legal/licensed-capacity.html

Unless stated otherwise above, all prepaid Education and Professional Services must be consumed within 12 months from the date of purchase/invoice. At the end of the 12 month term, any remaining prepaid unused Education and Professional Services will expire. No refunds will be provided for any remaining prepaid unused and Professional Services.

On September 26, 2019 support ended for Splunk Enterprise version 7.0. Additionally, with the release of Enterprise version 8.0 support for 6.0.x through 6.6.x will end. Once a software version reaches the End of Support (or, if offered, Limited Support), you will no longer have access to any Splunk technical assistance, product fixes or product maintenance for that version, even if you have an active Support Subscription. Upgrading to the latest Splunk Enterprise version provides uninterrupted Support

**access. You can find Splunk's Software Support Policy at the following link,
https://www.splunk.com/en_us/legal/splunk-software-support-policy.html**

Please Note: Splunk has a no returns policy

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.