

2. AMENDMENT/MODIFICATION NO. M0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. OCIO-17-0195	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE NRCHQ US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPEAR INCORPORATED ATTN AMANDA KIMMEL 13665 DULLIES TECHNOLOGY DRIVE SUITE 120 HERNDON VA 20171-4639	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-10-16-C-0001
		10B. DATED (SEE ITEM 13) 07/14/2016
CODE 078409116	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	Net Increase:	[REDACTED]
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to increase the capacity by 50 GB/day from 150 GB/day to 200 GB/day. Therefore, the ceiling and funding amounts have increased. Please see attached for details. All other terms and conditions remain unchanged.

Summary
Obligation: [REDACTED] (changed)
Base and Exercised Options: [REDACTED] (changed)
Base and All Options: \$746,046.80 (changed)
Period of Performance: 07/15/2016 to 07/14/2018

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JESSICA CHU		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED 07/13/2017

In accordance with FAR 52.212-4(c) Contract Terms and Conditions—Commercial Items. Changes:

The purpose of this modification is as follows:

1. Increase the capacity of Splunk Enterprise and Enterprise Security by 50 GB/day from 150 GB/day licenses to 200 GB/day licenses and therefore, increasing the ceiling and funding on the contract.
2. The overall ceiling of the base period is hereby increased from [REDACTED] to [REDACTED].
3. Funding is hereby added to CLIN0001 to fully fund the base period in the amount of [REDACTED] as follows:

REQ: OCIO-17-0195

Accounting Line: 2017-X0200-FEEBASED-10-10D011-6007-51-J-144-252M-51-J-144-6007

4. The overall ceiling of contract is hereby increased from [REDACTED] to \$746,046.80.
5. Paragraph “**CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE**” is hereby updated as follows:

The total amount of the Firm-Fixed-Price portion of this contract is [REDACTED], and this amount is fully-funded.

(End of Clause)

6. Paragraph “**DETAILED ITEM DESCRIPTION**” is hereby updated as follows:

The NRC requires the following perpetual licenses and maintenance support as detailed in the tables below. 24/7 maintenance support shall be available via telephone, email and web portal. Support shall be delivered by a member of Splunk’s technical support team Monday through Friday excluding holidays specified by Splunk. The NRC will be eligible for all solution updates and new version releases under the maintenance agreement. Based on the NRC’s current logging requirements and initial sizing estimates, the 200 GB/day license will meet the NRC’s enterprise log aggregation and log management requirements.

Base Year: 7/15/2016 to 7/14/2018

Part #	Description	GB/day	Total
SE-P-LIC	Splunk Enterprise - Perpetual License - 150 GB/day	150	██████████
SEU-P-LIC	Splunk Enterprise - Perpetual License - +50 GB/day	50	██████████
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 1	150	██████████
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 2	150	██████████
SEU-P-ESUP	Splunk Enterprise - Enterprise Support - Year 2 - +50 GB/day	50	██████████
ES-P-LIC	Splunk Enterprise Security - Perpetual License - 150 GB/day	150	██████████
ESU-P-LIC	Splunk Enterprise Security - Perpetual License - + 50 GB/day	50	██████████
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 1	150	██████████
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 2	150	██████████
ESU-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 2 - +50 GB/day	50	██████████
USER-CONF-3DAY-REG	.conf User conference attendance plus 3 days Splunk University	1	██████
	Total		██████████

Option Year 1: 7/15/2018 to 7/14/2019

Part #	Description	GB/day	Total
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 3	150	██████████
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 3 - 200 GB/day	50	██████████
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 3	150	██████████
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 3 - 200 GB/day	50	██████████
	Total		██████████

Option Year 2: 7/15/2019 to 7/14/2020

Part #	Description	GB/day	Total
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 4	150	██████████
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 4 - 200 GB/day	50	██████████
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 4	150	██████████
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 4 - 200 GB/day	50	██████████
	Total		██████████

Option Year 3: 7/15/2020 to 7/14/2021

Part #	Description	GB/day	Total
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 5	150	██████████
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 5 - 200 GB/day	50	██████████
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 5	150	██████████
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 5 - 200 GB/day	50	██████████
	Total		██████████

	TOTAL		\$746,046.80
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All other terms and conditions remain unchanged.