

2. AMENDMENT/MODIFICATION NO. M0003	3. EFFECTIVE DATE 07/15/2019	4. REQUISITION/PURCHASE REQ. NO. OCIO-19-0132	5. PROJECT NO. (If applicable)
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001	CODE NRCHQ	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 MITCHELL MCGOVERN 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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNT NG AND APPROPRIATION DATA (If required) See Schedule	Net Increase:	
---	---------------	--

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 data, 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), 52.217-9
	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 as follows:
(1) add to the required software quantity,
(2) increase the ceiling by [REDACTED],
(3) exercise option period 2,
(4) add [REDACTED] of funding,
(5) update the period of performance
(6) update "Consideration and Obligation Firm Fixed Price" paragraph,
(7) update "Detailed Item Description".

Continued ...
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 07/09/2019

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NRC-HQ-10-16-C-0001/M0003

PAGE OF
2 6

NAME OF OFFEROR OR CONTRACTOR
SPEAR INCORPORATED

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Please see attached.</p> <p>SUMMARY: TOTAL OBLIGATIONS: ██████████ (changed) BASE AND EXERCISED OPTIONS: ██████████ (changed) BASE AND ALL OPTIONS: \$946,229.75 (changed) Payment: US NUCLEAR REGULATORY COMMISSION TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 ROCKVILLE MD 20852-2738 Period of Performance: 07/15/2016 to 07/19/2020</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Base Period: Splunk Enterprise and Splunk Enterprise Security licenses and software support for both modules.</p> <p>Accounting Info: 2016-X0200-FEEBASED-10-10D007-51-J-143-6055-252M Funded: \$0.00 Accounting Info: 2016-X0200-FEEBASED-10-10D007-51-J-145-6095-252M Funded: \$0.00 Accounting Info: 2017-X0200-FEEBASED-10-10D011-6007-51-J-144-252M-5 1-J-144-6007 Funded: \$0.00 Accounting Info: 2018-X0200-FEEBASED-10-10D011-6143-51-J-145-252M-5 1-J-145-6143 Funded: \$0.00 Accounting Info: 2018-X0200-FEEBASED-10-10D011-6143-51-J-144-252M-5 1-J-144-6143 Funded: \$0.00 Accounting Info: 2019-X0200-FEEBASED-10-10D011-6166-51-J-145-3142-5 1-J-145-6166 Funded: ██████████ Accounting Info: 2019-X0200-FEEBASED-10-10D011-6166-51-J-144-3142-5 1-J-144-6166 Funded: ██████████</p> <p>Change Item 00003 to read as follows (amount shown is the total amount): Continued ...</p>				██████████

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NRC-HQ-10-16-C-0001/M0003

PAGE OF
3 6

NAME OF OFFEROR OR CONTRACTOR
SPEAR INCORPORATED

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00003	Option Period 2 Amount: \$0.00 (Option Line Item)				0.00
	Change Item 00004 to read as follows (amount shown is the total amount):				
00004	Option Period 3 Amount: [REDACTED] (Option Line Item)				0.00

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

The purpose of this modification is as follows:

1. To add 25 GB of Splunk Enterprise and Enterprise Security for option period 2, for a total of 250gb and maintain 250gb for option period 3 therefore, increasing the ceiling and funding on the contract.
2. The overall ceiling of the option periods is hereby increased. Please see table below for details.
3. Exercise option period 2.
4. Funding is hereby added to CLIN0001 to fully fund option period 2 in the amount of [REDACTED] as follows:

REQ: OCIO-19-0132

Funding amount: [REDACTED]

Accounting Line: 2019-X0200-FEEBASED-10-10D011-6166-51-J-145-3142-51-J-145-6166

5. The overall ceiling of contract is hereby increased from [REDACTED] to [REDACTED].
6. The period of performance is hereby adjusted to reflect the licensing period of performance of July 20 to July 19. Please see changes highlighted in the table below.
7. 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)

8. 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 250 GB/day license will meet the NRC's enterprise log aggregation and log management requirements.

Base Period: 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 Period 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	
SEU-P-LIC	Splunk Enterprise - Perpetual License - +25 GB/day	25	
ESU-P-LIC	Splunk Enterprise Security - Perpetual License - +25 GB/day	25	
SEU-P-ESUP	Splunk Enterprise - Enterprise Support - +25 GB/day	25	
ESU-P-ESUP	Splunk Enterprise Security - Enterprise Support - +25 GB/day	25	
SEU-P-LIC	Splunk Professional Services - Daily Rate (\$2,468.25/day)	10	
	Total		

Option Period 2: 7/15/2019 to 7/19/2020

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	
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 4	25	
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 4	25	
SEU-P-LIC	Splunk Enterprise - Perpetual License - +25 GB/day	25	
ESU-P-LIC	Splunk Enterprise Security - Perpetual License - +25 GB/day	25	
SEU-P-ESUP	Splunk Enterprise - Enterprise Support - +25 GB/day	25	

ESU-P-ESUP	Splunk Enterprise Security - Enterprise Support - +25 GB/day	25	
SEU-P-LIC	Splunk Professional Services – Daily Rate (\$x/day)	10	
	Total		

Option Period 3: 7/20/2020 to 7/19/2021

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	
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 5	25	
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 5	25	
SE-P-ESUPR	Splunk Enterprise - Enterprise Support - +25 GB/day	25	
ES-P-ESUPR	Splunk Enterprise Security - Enterprise Support - +25 GB/day	25	
SEU-P-LIC	Splunk Professional Services – Daily Rate (\$x/day)	10	
	Total		

	TOTAL		\$946,229.75
--	--------------	--	---------------------

All other terms and conditions remain unchanged.