

**ADAMS COUNTY, COLORADO  
AMENDMENT TWO TO SPLUNK LICENSES  
AND MAINTENANCE (2017.042)**

THIS AMENDMENT TWO TO PROFESSIONAL SERVICE AGREEMENT #2017.042 is entered into this 12 day of April, 2019, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Zivaro, Inc., (formerly GTRI), located at 900 S. Broadway, Suite 300, Denver, CO 80209, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, on October 19, 2017, the County entered into a Professional Service Agreement #2017.042 with Contractor; and,

WHEREAS, the County and the Contractor mutually agreed to renew the Service Agreement in Amendment One dated May 10, 2018; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year to expire April 26, 2020.
2. The fee schedule shall remain the same per the attached quote.
3. The Service Agreement and this Amendment Two contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment Two, the terms, conditions, and provisions of this Amendment Two shall control.
4. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment Two may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Nothing expressed or implied in this Amendment Two is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment Two by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
7. If any provision of this Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Two shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Amendment Two, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO  
COUNTY MANAGER

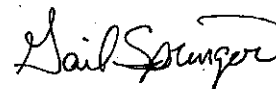
  
\_\_\_\_\_  
Raymond H. Gonzales

4.12.19  
\_\_\_\_\_  
Date

ZIVARO, INC.

Gail Springer  
\_\_\_\_\_  
Print Name


Director, Federal Programs  
\_\_\_\_\_  
Print Title


  
\_\_\_\_\_  
Signature

4/15/2019  
\_\_\_\_\_  
Date

ATTEST: JOSH ZYGIELBAUM  
CLERK AND RECORDER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Clerk

  
\_\_\_\_\_  
County Attorney



..... BRILLIANCE .....

990 S. Broadway STE 300  
Denver, CO 80209  
www.zivaro.com

Phone: 303-455-8800 Fax: 303-455-8808

Account Executive:  
Sean McCroskey  
303-991-2156  
smccroskey@zivaro.com

Inside Account Manager:  
Tara Jones  
720-836-7508  
tjones@zivaro.com

PO # 16774

### Quotation

Prepared For:  
Andy Koehler  
720.523.6135  
AKoehler@adcogov.org

Adams County

Quote #: QUO-150117-J1P4N0-0  
Date: 2/19/2019

Notes:  
Adams County  
Splunk 30 GB Renewal  
Start Date: 4/27/2019  
End Date: 4/26/2020  
1 Year Support

Line#	QTY	Item Number	Item Description	List Price	Unit Price	Total
1	1	SE-P-STR	Standard Support Renewal (Existing License Size = 30 GB/day; Entitlement = SPL- 14167368; Splunk Inc. Start Date: 4/27/2019 End Date: 4/26/2020.	\$13,250.00	\$12,817.34	\$12,817.34
2	1	ES-P-STR	Splunk Enterprise Security - Standard Support Renewal (Existing License Size = 30 GB/day; Entitlement = ESS- 14164198; Start Date: 4/27/2019 End Date: 4/26/2020.	\$7,350.00	\$7,095.59	\$7,095.59
<b>Subtotal</b>						\$19,912.93
<b>Shipping</b>						
<b>Total</b>						\$19,912.93
<b>Total Tax</b>						\$0.00

Ship Via	Terms
GROUND	Net 30

Quote #: QUO-150117-J1P4N0-0  
Date: 2/19/2019

Net 30 Terms with approved credit. Quote is for budgetary purposes only and does not include possible sales taxes and freight charges. A 2% fee may be applied for credit card purchases. All returns must be pre-approved by Zivaro and in original packaging, otherwise subject to a 20% restock fee if opened, used or in used condition. Quote is valid for 60 days. Return policies available at <https://zivaro.com/return-policy/>