

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LOGIK SYSTEMS, INC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "Customer" or "County", and Logik Systems, Inc

W I T N E S S E I H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement on October 31, 2016, to provide the Office of the County Counsel with access to the Logikcull eDiscovery platform, including related installation services and training, for a one year term, with productive use of the software running from October 31, 2016, through October 30, 2017, for a maximum obligation of \$75,000; and

WHEREAS, the parties now wish to amend the Agreement in order to provide the Office of the County Counsel with five additional seat licenses, for a total of 25 licenses, to increase storage from 150 Gigabytes to 250 Gigabytes, to extend the Agreement's term through October 30, 2018, and to provide the County with access to additional hours of training, increasing the maximum amount by \$60,400.00 to an amount not to exceed \$135,400.00.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. The Agreement is amended by adding Logikcull Annual License FY17-18, a copy of which is attached to this amendment and incorporated into the Agreement by this reference.
2. In no event shall County's total fiscal obligation under this Agreement exceed one-hundred thirty five thousand four hundred dollars (\$135,400.00) without a mutually agreed upon written amendment.
3. Section 13.2.1 of the Master Services Agreement is amended by deleting the last two sentences and replacing them as follows:
In the event that Logik Systems, Inc terminates the agreement without cause, it will return any fees on a pro-rated basis. Each week of service not provided will be refunded at a rate of \$1,442.31 per week.
4. All other terms and conditions of the Master Services Agreement effective October 31, 2016, between Customer and Logik Systems, Inc shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

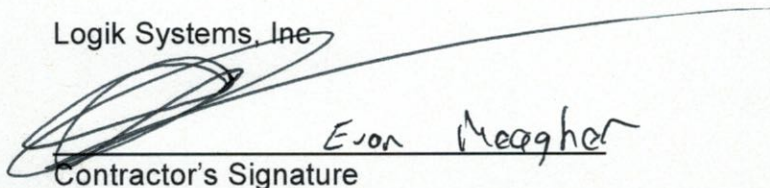
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Logik Systems, Inc


Contractor's Signature

Date: 10/17/17



Logikcull Annual License FY17-18

Customer: San Mateo County

Address: 400 County Center. Redwood City, CA 94063

**Master
Account Holder:**

Sales Rep: Nick Hummer

Name: David Silberman

Phone: 650-363-4749

Email Address: dsilberman@smcgov.org

Licensing

- Logikcull Platform
- 250GB Active Data
- 25 User Licenses
- Unlimited Projects and Data Archiving
- Premium Support and Training
- Onsite training and webinars for relevant users

Annual License: \$75,400

Term

- This Order Form is subject to the MSA between Logikcull and San Mateo County executed November 4, 2016
- Term: 12 months
- Effective Date: 10/31/2017
- **Data (GB) size is based on the post-processed, post de-duplicated high watermark data size.**
- Additional data can be purchased annually in blocks at a prorated cost based on the following: 100GB - \$15K, 250GB - \$25K, 500 GB - \$35K, 1TB - \$50K
- Payment terms: Check, due in full within 21 days of invoice receipt

Customer:

Sign:

Name:

Title:

Date: