

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LOGIK SYSTEMS, INC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "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 amended 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.

WHEREAS, the parties now wish to amend the Agreement to extend the term through October 30, 2020, and to provide the County with access to additional hours of training, increasing the maximum amount by \$150,800.00 to an amount not to exceed \$286,200.00.

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

1. The Agreement is amended by adding Logikcull 2-Year License, 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 two-hundred eighty six thousand two hundred dollars (\$286,200.00) without a mutually agreed upon written amendment.
3. All other terms and conditions in the Master Services Agreement effective October 31, 2016, between County and Logik Systems, Inc not in conflict with this Amendment 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: _____



Logikcull 2-Year License

Customer: San Mateo County

Address: 400 County Center, Redwood City, CA 94063

**Master
Account Holder:**

Name: David Silberman

Phone: 650-363-4749

Email Address: dsilberman@smcgov.org

Licensing

- Logikcull Solution: Drag & Drop Collection & Ingestion, Automated Processing, ECA & Review Platform, Search Capability, Unlimited Production & Exports
- Unlimited Matters + Unlimited Archiving
- 25 User Licenses
- 250 GB of online re-usable data
- Premium In-App Support, On-site Training & Webinars.

**2 Year License
\$75,400 / year**

Term

- Term: 10/31/2018 - 10/30/2020 (24 months)
- **Data (GB) size is based on the post-processed, post-de-duplicated high watermark data size.**
- Payment terms: Annually, Net 21 upon invoice receipt
- Payment method: Credit Card, ACH, or Check
- Additional User Licenses can be purchased at a prorated cost on an annual price of \$4,800 per additional user.
- Additional data can be purchased annually in blocks at a prorated cost based on the following:
Additional 100 GB - \$15,000
Additional 250 GB - \$25,000
Additional 500 GB - \$35,000
Additional 1 TB - \$50,000

Customer:

Sign:

This Order Form and all use of Logikcull's services subject to this Order Form are governed by the terms of the Master Services Agreement between Logik Systems, Inc. and San Mateo County on October, 31, 2016 (the "Agreement").

Name:

Title:

Date: