CONDUCIVE

Order Form #1044

Conducive
3724 Executive Center Drive Suite 200
Austin, TX 78731
United States of America
Enrico Fantozzi
rico@conduciveconsulting.com

Prepared For

Mclennan (Waco) College

Mario Leal
Chief Information & Technology Officer
mleal@mclennan.edu

Contract Length 36 months

Contract Period January 30, 2024—January 29, 2027

Payment Method ACH

Payment Terms Net 30

DIR Contract Number DIR-TSO-4288

DIR Vendor Number 1205448538300

Year 1

Product	Length	Service Period	Quantity	Price per Year
SE-S-CLD-GOVFED-ST Splunk Cloud Subscription with Federal Compliance impact level controls, Encryption at Rest, and Standard Success Plan - 50 GB/day Provisioned in FedRAMP Moderate Environment Includes- 4500 GB of storage. **starts on delivery**- Support as described at https://www.splunk.com/en_us/supportandservices/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc End Date: 01/30/2025	**12 months**	January 30, 2024 — January 29, 2025	**1**	**$55,532.00**
On Demand Expert Services	**12 months**	January 30, 2024 — January 29, 2025	**20**	**$5,000.00 One-Time Fee**

Product	Length	Service Period	Quantity	Price per Year
Subtotal for Year 1				**$60,532.00**

Year 2

Product	Length	Service Period	Quantity	Price per Year
SE-S-CLD-GOVFED-ST Splunk Cloud Subscription with Federal Compliance impact level controls, Encryption at Rest, and Standard Success Plan - 50 GB/day Provisioned in FedRAMP Moderate Environment Includes- 4500 GB of storage. **starts on delivery**- Support as described at https://www.splunk.com/en_us/supportandservices/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc Start Date: 01/31/2025 End Date: 01/30/2026	**12 months**	January 31, 2025 — January 30, 2026	**1**	**$63,461.00**
On Demand Expert Services	**12 months**	January 31, 2025 — January 30, 2026	**20**	**$5,000.00 One-Time Fee**
Subtotal for Year 2				**$68,461.00**

Year 3

Product	Length	Service Period	Quantity	Price per Year
SE-S-CLD-GOVFED-ST Splunk Cloud Subscription with Federal Compliance impact level controls, Encryption at Rest, and Standard Success Plan - 50 GB/day Provisioned in FedRAMP Moderate Environment Includes- 4500 GB of storage. **starts on delivery**- Support as described at https://www.splunk.com/en_us/supportandservices/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc Start Date: 01/31/2026 End Date: 01/30/2027	**11 months and 30 days**	January 31, 2026 — January 29, 2027	**1**	**$71,995.00**

Product	Length	Service Period	Quantity	Price per Year
On Demand Expert Services	**11 months and 30 days**	January 31, 2026 — January 29, 2027	**20**	**$5,000.00 One-Time Fee**
Subtotal for Year 3				**$76,912.81**

One Time Costs

Product	Quantity	Price per Year
Conducive Professional Services	**3**	**$19,500.00 One-Time Fee**
Subtotal for One Time Costs		**$19,500.00**

Year 1 Subtotal	**$60,532.00**
Year 2 Subtotal	**$68,461.00**
Year 3 Subtotal	**$76,912.81**
One Time Costs Subtotal	**$19,500.00**
Overall Total	**$225,405.81**

✔ Billing Frequency **Annually: From Billing Start Date**

Contract Terms

1. Fees. Mclennan (Waco) College ("End User") whose principal office is located at: 1400 College Dr, Waco, TX 76708, will pay to Conducive Consulting, Inc., a Texas Corporation, ("Conducive") whose principal office is located at: 3724 Executive Center Drive, Suite 200, Austin, TX 78731, the license fees or royalties specified in the Splunk® software license agreement and the support and maintenance services that Conducive and/or Splunk provides to End Users in conjunction therewith.

2. Payment Terms. End User will pay all amounts due under this Agreement in U.S. currency, free of any currency controls or other restrictions. End User will pay all license fees or royalties, support or maintenance services fees due to Conducive and/or Splunk according to the terms specified on the quote. Except as expressly specified in this Agreement or as otherwise agreed to in writing by the parties, End User will pay all other fees, expenses or other charges payable hereunder within twenty-five (25) days following the date of receipt of Conducive's invoice therefore, with no right of offset of any kind or nature.

3. Net Payments. All amounts payable by End User under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. End User will be responsible for, and will promptly pay, all taxes and duties of any kind (including, but not limited to, sales, use and withholding taxes) associated with this Agreement including but not limited to its receipt and use of the Software, except for taxes based on Conducive's net income. If Conducive or Splunk is required to collect, or pays on End User's behalf, any taxes or duties for which End User is responsible, End User will promptly pay or reimburse Conducive, as the case may be, for all such amounts upon it's receipt of written notice thereof. If End User pays any withholding taxes based on the payments made by End User to Conducive hereunder, End User will promptly furnish Conducive with written documentation of all such tax payments, including receipts and other customary documentation.

4. Failure to Pay. Notwithstanding anything contained in any of the terms and conditions associated herewith, including third party license agreements and the third party support and maintenance agreements, in the event that End User fails to pay Conducive all amounts when due in accordance with paragraphs 2 and 3 and the payment terms set forth in the purchase order, Conducive, at its sole discretion, shall have the unconditional right, and End User hereby consents, to immediately terminate End User's rights and privileges to use the third party software product, the third party license agreements and all services associated therewith. However, in such instance, nothing shall relieve End User of any of its obligations hereunder.

5. Third Party License Agreements. All third party software included in this purchase order is subject to the license agreement between End User and the third party software provider.

6. Pre-payments. All prepaid Education and Professional Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused Education or Professional Services will expire; no refunds will be provided for any remaining pre-paid unused Education or Professional Services. 3445 Executive Center Dr, Suite 216, Austin, TX 78731

Signature Page

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

Conducive

Name: ----------
Title: ----------
Email: ----------
Signature:

Sign Document

Signed Date: ----------