

AMENDMENT NO. # 2
CONTRACT NO. 455-21-1011A FOR
Salesforce Implementation Support Services
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
CGI TECHNOLOGIES AND SOLUTIONS, INC.

THIS AMENDMENT NO. 2 to Contract No. 455-21-1011A (“Contract”) is entered into by and between the State of Texas, acting through the Railroad Commission of Texas (“RRC”), located at 1701 N. Congress Ave., Austin, Texas and CGI Technologies and Solutions, Inc. (CGI), located at 2500 Bee Caves Road, Building Three, Suite 100, Austin, Texas 78746 (individually, “Party”; collectively, “Parties”).

WHEREAS, SECTION 8.6. of the Contract provides the Parties may amend the Contract through written agreement; and

WHEREAS, on April 26, 2023, the Parties executed **Amendment No. 1** to the Contract to modify section **3.1 CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from SIX MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$6,500,000.00) to SEVEN MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$7,100,000.00), as approved by the Executive Director on April 26, 2023.

WHEREAS, the Parties desire to further amend the Contract terms to their mutual benefit to reflect changed circumstances.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

- I. SECTION 2.1 CONTRACT AWARD.,** subparagraph (a.) is deleted in its entirety and replaced with the following.

“This Contract is effective May 24, 2022, through August 31, 2024 (reflecting the original term of the contract plus the exercised optional renewal term one of three; collectively, “Contract Term”) unless terminated earlier as provided in SOW 455-21-1011 Part 4 and/or section 2.2 TERMINATION., set forth below.

This Contract may be extended only through written amendment to the Contract, fully executed prior to the expiration of the Contract Term in effect prior to execution of the applicable Amendment to the Contract.

RRC reserves the right to renew the Contract for two (2) additional, one-year renewal terms remaining of the original three (3) one-year renewal terms.”

- II. 3.1. CONTRACT LIMIT AND FEES AND EXPENSES.,** is deleted in its entirety and replaced with the following:

“CONTRACT LIMIT, FEES AND EXPENSES. The total amount of fees to be paid by RRC to Contractor under the Contract through the Contract Term shall not exceed **TWELVE MILLION EIGHT HUNDRED TWENTY-THREE THOUSAND SEVENTY-TWO DOLLARS AND ZERO CENTS (\$12,823,072.00)**, the total of which includes the current NTE amount of **SEVEN MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$7,100,000.00)**, plus the addition of **FIVE MILLION SEVEN HUNDRED TWENTY-THREE THOUSAND, SEVENTY-TWO DOLLARS AND ZERO CENTS (\$5,723,072.00)**.

Except as expressly amended above, all provisions of the Contract, as amended, remain in full force and effect. In the event of a conflict among provisions of the Contract, the order of precedence shall be: this Amendment No. 2; then Amendment No. 1; and then the original Contract in accordance with section **1.3. ORDER OF PRECEDENCE.,** therein.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures to this Amendment No.2 to the Contract. *Notwithstanding anything herein to the contrary, this Amendment shall take effect no earlier than August 22, 2023, the date of the next open meeting of the Railroad Commission of Texas.* In anticipation that this Amendment is likely to be approved by RRC’s governing body at the next open meeting, RRC’s authorized representative may elect for convenience and to expedite the execution of this Amendment to sign on the line below prior to said date. *If RRC’s authorized representative below elects to sign this Amendment prior to the date of the next open meeting, RRC’s representative certifies that his or her authority to enter into this Amendment is expressly contingent on approval of this Amendment by the Commission at the next open meeting. If the Commission approves this Amendment, signature authority for RRC is effective on the date of August 22, 2023 or the date that RRC’s representative signs below, whichever occurs last. The Parties agree that execution of this Amendment is contingent on Commission approval. If the Commission does not approve this Amendment at the next open meeting, this Amendment shall not take effect.* Otherwise, by the signatures below, each signatory represents and warrants that they have the authority as of the date of their respective signature to enter into this Amendment on behalf of the respective Parties.

RAILROAD COMMISSION OF TEXAS

**CGI TECHNOLOGIES AND SOLUTIONS.
INC.**

DocuSigned by:
Wei Wang
A320E7878B01444
Wei Wang Executive Director

DocuSigned by:
Jaclyn Beerens
271058B0C087420
Printed Name: Jaclyn Beerens

Date of Execution: 8/11/2023

Title: Vice President, Consulting Services

Date of Execution: 8/10/2023

RRC use only below this line.

Division Director: ^{DS} BH

Date: 8/9/2023

Assistant Executive Director: ^{DS} RL

Date: 8/9/2023

Director of Operations: ^{DS} TL

Date: 8/9/2023

Office of General Counsel: ^{DS} DS

Date: 8/9/2023