

**AMENDMENT NO. 3**  
**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. 3** 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,** on August 11, 2023, the Parties executed **Amendment No. 2** to the Contract to modify section **2.01 CONTRACT AWARD.**, subparagraph (a.) to exercise renewal option one (1) of three (3) to continue the Contract through August 31, 2024, and to modify section **3.1 CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from SEVEN MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$7,100,000.00) to TWELVE MILLION EIGHT HUNDRED TWENTY-THREE THOUSAND SEVENTY-TWO DOLLARS AND ZERO CENTS (\$12,823,072.00), as approved by the RRC Executive Director on August 11, 2023, and RRC Commissioners on August 23, 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 1.3 ORDER OF PRECEDENCE.,** is deleted in its entirety and replaced with the following.

“For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, this contract No. 455-21-1011 shall take precedence over the other Contract Documents. Any inconsistency among the Contract Documents shall be resolved applying the order of priority as listed below:

- a. Exhibit E, Vendor’s DIR Contract DIR-CPO-4932; and then
- b. This Contract No. 455-21-1011A; and then
- c. Exhibit A, SOW No. 455-21-1011; and then
- d. Exhibit B, Vendor’s Offer; and then
- e. Exhibit C, Vendor’s BAFO; and then
- f. Exhibit D, Vendor’s BARFO.”

**II. 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, 2025 (reflecting the original term of the contract plus the exercised optional renewal term two 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 in the original contract.

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 one (1) additional, one-year renewal term remaining of the original three (3) one-year renewal terms.

- Third Optional Renewal Term: September 1, 2025–August 31, 2026”

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. 3, then 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 made and executed this Amendment No.3 to the Contract to be effective as of the date of the last Party’s signature hereto. By signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

**RAILROAD COMMISSION OF TEXAS**

**CGI TECHNOLOGIES AND SOLUTIONS.  
INC.**

DocuSigned by:

DocuSigned by:

Theresa Lopez, Director of Operations  
 Theresa Lopez signing on  
 behalf of wei wang  
 Executive Director

Jaclyn Beerens  
 Jaclyn Beerens  
 Vice President, Consulting Services

Date of Execution: 7/12/2024

Date of Execution: 7/12/2024

RRC use only below this line.

Division Director: [Signature]  
 Chief Administrative Officer: [Signature]  
 Director of Operations: [Signature]  
 Office of General Counsel: [Signature]

Date: 7/6/2024  
 Date: 7/8/2024  
 Date: 7/4/2024  
 Date: 7/10/2024