

AMENDMENT NO. 3
CONTRACT NO. 455-20-1001A
between
RAILROAD COMMISSION OF TEXAS
and
CGI TECHNOLOGIES AND SOLUTIONS INC.

THIS AMENDMENT NO. 3 to Contract No. 455-20-1001 now referred to as Contract No. 455-20-1001A (“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. (“Contractor”), located at 111 Congress Ave. Ste. 400, Austin, TX 78701 (individually, “Party”; collectively, “Parties”).

WHEREAS, SECTION 8.8. of the Contract provides the Parties may amend the Contract through written agreement; and

WHEREAS, on August 12, 2022, the Parties executed **Amendment No. 1** 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, 2023, as approved by the Executive Director on August 12, 2022.

WHEREAS, on August 10, 2023, the Parties executed **Amendment No. 2** to the Contract to modify section **2.01. CONTRACT AWARD.**, subparagraph (a.) to exercise renewal option two (2) of three (3) to continue the Contract through August 31, 2024, as approved by the RRC Commissioners on August 22, 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 shall be effective as of March 8, 2021, through August 31, 2025 (the initial term of the Contract plus the exercised optional renewal term three of three; collectively, “Contract Term”) unless terminated earlier as provided in RFO No. 455-20-1001 Part IV and/or section **2.2 TERMINATION.**, set forth below.

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 affixed their signatures to this Amendment No. 3 to the Contract. 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

DocuSigned by:

Theresa Lopez, Director of Operations

Theresa Lopez CTCD, CTCM

Director of Operations

Signing on behalf of Wei Wang

Executive Director

Date: 8/22/2024

CGI TECHNOLOGIES AND SOLUTIONS INC.

DocuSigned by:

Jaclyn Beerens

Jaclyn Beerens

Vice President

Date: 8/22/2024

RRC use only below this line.

Division Director: *RL* Initial _____

Chief Administrative Officer: *CS/O* _____

Director of Operations: *TL* os _____

Office of General Counsel: *VS* _____

Date: 8/20/2024

Date: 8/20/2024

Date: 8/20/2024

Date: 8/20/2024