

AMENDMENT NO. #1
CONTRACT NO. 455-21-1011B FOR
Salesforce Implementation Support Services
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
SLALOM INC.

THIS AMENDMENT NO. 1 to Contract No. 455-21-1011B (“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 Slalom, Inc successor-in-interest to Slalom LLC (Slalom), located at 814 3rd Avenue, Suite 1900, Seattle, WA 98104. (individually, “Party”; collectively, “Parties”).

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

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.** As of January 1, 2023, Slalom, LLC, a Colorado limited liability company has converted to Slalom, Inc., a Delaware corporation.
- II.** The parties agree that any reference to “Slalom, LLC” in the Agreement shall be deleted and replaced with “Slalom Inc.
- III. SECTION 2.1. CONTRACT AWARD., subparagraph (a.) is deleted in its entirety and replaced with the following:**

“This Contract is effective May 25, 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 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 as set forth below.

- Second Optional Renewal Term: September 1, 2024 – August 31, 2025
- Third Optional Renewal Term: September 1, 2025 – August 31, 2026”

- IV. 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 **EIGHT MILLION FIVE HUNDRED FORTY-FOUR THOUSAND AND NINETY-SIX DOLLARS AND ZERO CENTS (\$8,544,096.00)**, the total of which includes the current NTE amount of **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,500,000.00)**, plus the addition of **FIVE MILLION FORTY-FOUR THOUSAND NINETY-SIX DOLLARS AND ZERO CENTS (\$5,044,096.00)**.

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. 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.1 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

SLALOM, INC.

DocuSigned by:
Wei Wang
A320E7878B01444
Wei Wang
Executive Director

DocuSigned by:
Lindsay Wenk
2AE972E76F544E
Lindsay Wenk
General Manager

Date of Execution: 8/2/2023

Date of Execution: 8/1/2023

RRC use only below this line.

Division Director: DS
Et

Date: 8/1/2023

Assistant Executive Director: DS
RC

Date: 8/1/2023

Director of Operations: DocuSigned by:
Theresa Lopez, Director of Operations
14B3951B36E43C

Date: 7/31/2023

Office of General Counsel: DocuSigned by:
David Stone
D9EA138096344C0

Date: 8/1/2023