

CONTRACT NO. 455-21-1011A
between
RAILROAD COMMISSION OF TEXAS
and
CGI TECHNOLOGIES AND SOLUTIONS, INC.
for
Salesforce Implementation Support Services

THIS AGREEMENT (“Contract”) is made and entered into by the State of Texas, through the **RAILROAD COMMISSION OF TEXAS** (“RRC”), a state agency located at 1701 N. Congress Avenue, Austin, Texas 78701 and **CGI TECHNOLOGIES AND SOLUTIONS, INC.** (“CGI” or “Vendor”), located at **2500 Bee Cave Road, Building Three, Suite 100 Austin, Texas 78746** (individually “Party”; collectively “Parties”).

WITNESSETH

WHEREAS, Texas Government Code Chapters 2155, 2156, 2157, and 2261 provide for RRC’s authority to procure information technology goods and/or services and RRC intends to acquire certain information technology goods and/or services, namely implementation services and support required to maintain, enhance, and expand RRC’s current system (“Salesforce Implementation and Support Services” or “SISS”), and

WHEREAS, in accordance with applicable provisions of Texas Government Code Chapters, 2155, 2156, 2157, and 2261, RRC has selected Vendor to provide the desired Salesforce Implementation Support Services solution referenced within RRC SOW No. 455-21-1011, and the Vendor has agreed to provide the desired Salesforce Implementation Support Services solution referenced within SOW No. 455-21-1011, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of SOW No. 455-21-1011 including but not limited to insurance and specifications within the Statement of Work, constitute part of this Contract No. 455-21-1011A.

NOW, THEREFORE, RRC and Vendor, for and in consideration of the mutual promises, obligations, and benefits hereof, contract as follows:

I. CONTRACT DOCUMENTS

SERVICES REQUIRED. In accordance with the terms and conditions of this Contract, including all Contract Documents incorporated by reference, Vendor shall deliver throughout the term of the Contract including renewal or extension periods (if any), the Salesforce Implementation Support Services solution (“Services”), including all labor, qualified personnel, management, coordination, equipment, materials, insurance, and incidentals to fulfill all requirements and deliver all goods and/or services required under the Contract in accordance with applicable method protocols, industry/trade best practices, and all rules, regulations, and laws related thereto. Contract Documents include:

- a. Contract No. 455-21-1011A;
- b. Exhibit A, SOW No. 455-21-1011, including all associated attachments, appendices, exhibits, and addenda;
- c. Exhibit B, Vendor’s Offer, dated, January 31, 2022 (CGI’s Offer), including Original Pricing dated January 31, 2022;
- d. Exhibit C, Vendor’s Best and Final Offer (BAFO) dated April 4, 2022 (CGI’s BAFO), including BAFO Pricing dated April 4, 2022; and

- e. Exhibit D, Vendors Best and Really Final Offer (BARFO) dated April 25, 2022 (CGI's BARFO);
- f. Exhibit E, Vendor's DIR Contract DIR-CPO-4932.

1.2 INCORPORATED BY REFERENCE. All elements listed in 1.1.a. through 1.1.e. are attached and hereby incorporated by reference and constitute part of the Contract as if fully set forth herein.

1.3 ORDER OF PRECEDENCE. 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. Contract No. 455-21-1011A; and then
- b. Exhibit A, SOW No. 455-21-1011; and then
- c. Exhibit B, Vendor's Offer.
- d. Exhibit C, Vendor's BAFO
- e. Exhibit D, Vendor's BARFO
- f. Exhibit E, Vendor's DIR Contract DIR-CPO-4932.

II. TERM

2.1 CONTRACT AWARD.

- a. The original term of this Contract shall be from date of the last Party's signature and shall continue through August 31, 2023 ("Original Term"), unless terminated earlier as provided in SOW No. 455-21-1011, and/or section 2.2. set forth below.

Prior to expiration of the Original Term or subsequent renewal term, as applicable, RRC may extend this Contract, by written amendment, for up to three (3) additional one-year optional renewal terms.

- b. Notwithstanding the termination or expiration of this Contract, any provisions regarding indemnification, confidentiality, dispute resolution, intellectual property rights, audit rights, limitation of liability, limitation of distribution, and warranties shall survive the termination or expiration dates of this Contract.

2.2 TERMINATION.

- a. **Termination for Cause.** RRC may terminate this Contract for cause in accordance with the Statement of Work, Section 4.8.32, Termination or Cancellation for Cause, Breach of Material Term. In the event of abandonment or default, Vendor will be responsible for paying damages to RRC, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or RRC resulting from Vendor's non-performance. Notwithstanding the foregoing, Vendor shall not be liable for damages that Vendor could not reasonably foresee on entry into this Contract. In the event of termination for cause, Vendor will not be eligible for consideration in the re-solicitation, if any, and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.
- b. **Termination for Convenience.** RRC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice ("Notice of Termination") to Vendor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by RRC under this subsection, Vendor shall be governed by the terms and conditions, and shall perform the acts outlined in the following Section 2.2.c.

- c. Implementation of Termination.** Vendor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary, as determined by RRC to preserve the work in progress. In the event of termination by RRC, RRC shall pay Vendor for all work satisfactorily performed up to the effective date of termination.

2.3 NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, RRC and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code Chapter 2260.

III. CONSIDERATION AND SERVICES

3.1 CONTRACT LIMIT, FEES AND EXPENSES. The total amount of fees to be paid under this Contract through the Original Term and additional (extended or renewal) terms, if any, shall not exceed **SIX MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$6,500,000.00)**. This Contract not-to-exceed amount may be changed only through written Amendment to the Contract.

3.2 SERVICES.

- a. Vendor shall provide the goods and services necessary and reasonably inferable to complete the work described in SOW No. 455-21-1011.
- b. Vendor's services shall include all disciplines agreed upon between the Parties and all related usual, customary and other services necessary and reasonably inferable to deliver all services in accordance with RRC's specifications and the terms and conditions of this Contract.
- c. Additional goods and services are those services which shall be provided **ONLY** if authorized or confirmed in writing by RRC, and which are in addition to the goods and services contained within the scope and content of RRC's specifications and Vendor's Offer in response to the SOW No. 455-21-1011. In the event additional goods and services are proposed by Vendor, Vendor shall not proceed therewith except only after Vendor's receipt of RRC's written acceptance of the additional services proposed.
- d. The Scope of Work (SOW No. 455-21-1011) describes the intended project scope and character. The Parties agree it is Vendor's responsibility to review and understand requirements of the entire Statement of Work, including specifications therein, and to provide deliverables, including information resources services, to achieve those objectives.
- e. Vendor agrees and acknowledges that RRC is entering into this Contract in reliance on Vendor's represented professional abilities with respect to performing the services, duties, and obligations under this Contract. Vendor, and Vendor's consultants and subcontractors (if any) shall perform all services pursuant to this contract diligently and shall endeavor to further the interest of RRC in accordance with RRC's requirements and procedures and the standards of care and performance as described herein. Vendor agrees to use its best efforts to perform the Services (i) in accordance with the usual and customary professional standards of care, skill and diligence consistent with industry best practices for vendors that provide services for projects that are similar in size, scope, and budget to that within this Contract, and (ii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to Vendor that will limit or prevent performance by Vendor of the services required under the Statement of Work and the Contract. Vendor hereby agrees to correct, at its own cost, any of its services, and the services of its consultants and subcontractors (if any) that do not meet this standard of care.

- f. Vendor's services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Vendor's services by RRC shall relieve Vendor of any of its duties or release it from any liability, it being understood that RRC is, at all times, relying upon Vendor for its skill and knowledge in performing Vendor's services. RRC shall have the right to reject any of Vendor's goods/services in accordance with the terms and conditions of SOW No. 455-21-1011.
- g. Vendor agrees to furnish efficient business administration and superintendence and to use Vendor's best efforts to fulfill the Contract requirements in an expeditious and economical manner consistent with the interest of RRC and Vendor's professional skill and care.
- h. Vendor shall allocate adequate time, personnel and resources as necessary to deliver goods and/or perform services and work under the Contract. Changes of Vendor's key personnel identified in Vendor's Proposal shall not be made without prior written approval of RRC. Vendor's day-to-day project team will be led by Vendor's Project Manager unless otherwise directed by RRC or prevented by factors beyond the control of Vendor. Vendor's Project Manager shall act on behalf of Vendor with respect to all phases of Vendor's goods and/or services delivery and shall be available as required for the benefit of the project and RRC.

3.3 PAYMENTS TO VENDOR.

- a. Payments to Vendor will be made in accordance with the terms and conditions of the Contract, and within thirty (30) days from receipt of a complete, correct, and approved invoice or statement of payment in accordance with Texas Government Code Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by RRC. Vendor will be paid for completion of work accepted and approved by RRC.
- b. Vendor shall invoice RRC for work accepted and approved by RRC. Vendor shall submit invoices as specified in SOW No. 455-21-1011.

V. WARRANTIES AND CERTIFICATIONS

4.1 WARRANTIES.

Vendor warrants that:

- a. All representations made or provided by Vendor for the purpose of inducing the RRC to enter this Contract are valid;
- b. All goods, services, and property provided conform to standards established for such goods in accordance with any applicable health, safety, and environmental laws and regulations, including the Occupational Safety and Health Act (29 U.S.C. §§ 651-678);
- c. All services are performed in a professional and workmanlike manner, consistent with relevant industry accepted standards and practices for a period of 6 months from Go-Live. If RRC believes there has been a breach of this warranty it must notify Vendor in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty Vendor's sole obligation and RRC's exclusive remedy is for Vendor, at its expense, to correct or re-perform any services to cause them to comply with this warranty, or for RRC to terminate the Workorder in whole or in part.

4.2 NONCONFORMITIES AND DEFECTS

Vendor shall inform RRC of any Defects or Nonconformities Vendor discovers in Software Deliverables provided by Vendor. Defects or Nonconformities may not become apparent until after acceptance testing is complete and the Software Deliverable is being used in a production environment.

Vendor warrants that, for a period of six (6) months from Go-Live, each Software Deliverable will continue to perform the functions described in the requirements mutually agreed upon and documented during the requirements and design period without Defects. If RRC believes there has been a breach of

this warranty, it must notify Vendor in writing within the warranty period describing the Defect in sufficient detail to enable Vendor to recreate it. If there has been a breach of this warranty, then Vendor's sole obligation, and RRC's exclusive remedy, will be for Vendor to correct the Defect at no additional charge, or terminate the Workorder in whole or in part.

4.3 METHOD OF TEMPORARILY CURING SOFTWARE DEFECTS AND NON-CONFORMITIES.

This provision governs temporary curative measures taken where a defect or non-conformity arises during the term of the Contract or applicable warranty for the sale or lease of software. However, this provision should not be construed to exclude other methods of bringing software back into compliance with the terms of the Contract or warranty. In software contracts, Vendor may implement a patch or workaround to temporarily cure a defect or non-conformity while a permanent solution is being worked out, provided that the RRC approves such temporary measures. Software must continue to meet all acceptance tests throughout the warranty period. Changes to software are to be kept minimally disruptive to the RRC's internal and external users. Other measures to temporarily cure a software defect or nonconformity must likewise be approved by the RRC prior to implementation.

4.4 SURVIVAL OF OBLIGATIONS.

Except where a different period is specified in this Contract or applicable law, all continuing obligations indicated in the Contract, survive for four years beyond the termination or completion of the Contract, or until four years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in RRC's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

4.5 WARRANTY EXCLUSIONS.

Vendor is not responsible for any claimed breaches of the warranties caused by the following:

- a. modifications made to the item in question by anyone other than Vendor and its subcontractors working at Vendor's direction;
- b. the combination, operation or use of the item with other items Vendor did not supply;
- c. RRC's failure to use any new or corrected versions of the item made available by Vendor;
- d. Vendor's adherence to RRC's specifications or instructions; or
- e. Any failure arising from a Force Majeure that is excused under the Contract.

4.6 LIMITATION OF LIABILITY.

As permitted under DIR Contract No. DIR-CPO-4932, Appendix A, Section 10.12(B), the Parties agree that for any claim or cause of action arising under or related to this Contract, Vendor's liability for damages of any kind to the RRC shall be limited to two times the total value of the Contract.

4.7 DISCLAIMER OF WARRANTIES.

THE WARRANTIES PROVIDED IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

V. FUNDING.

5.1 STATE FUNDING. It is understood that all obligations of RRC hereunder are subject to the availability of state funds, federal grant(s) and/or other federal funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In such event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

VI. VENDOR PERSONNEL.

6.1 REQUIRED QUALIFICATIONS. At all times during the term of the Contract, Vendor shall have available, under direct employment and supervision and/or subcontract agreement fully incorporating the terms and conditions of the Contract Documents, the required qualified and properly licensed (as applicable) personnel to properly fulfill all the terms and conditions of the Contract.

VII. NOTICES.

7.1 LEGAL NOTICES.

- a. Any legal notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or Vendor at the address set forth below:

For RRC: Railroad Commission of Texas
Operations Division-Contract Management
P.O. Box 12967
Austin, Texas, 78711-2967
Attention: Theresa Lopez, Director of Procurement and Contracts
Phone: 512-463-6953
Fax: 512-936-6402
Email: theresa.lopez@rrc.texas.gov

For Vendor: CGI Technologies and Solutions, Inc.
2500 Bee Cave Road, Building Three, Suite 100
Austin, Texas, 78746
Attention: Jimmy Schatte
Phone: (512) 954-7172
Fax: N/A
Email: jimmy.schatte@cgi.com

- b. Legal notice given in any other manner shall be deemed effective only if, and when, received by the Party. Either Party may change its address for notice by written notice to the other Party as provided herein.

VIII. MISCELLANEOUS PROVISIONS.

8.1 GOVERNING LAW AND VENUE. This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law provisions. The venue of any suit brought under this Contract is fixed in any court of competent jurisdiction in Travis County, Texas unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the RRC. Vendor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract, or any document related hereto. **Nothing in this Section shall be construed as a waiver of sovereign immunity by RRC.**

8.2 SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract No. 455-21-1011A shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable. If any provision of the Contract, for any reason is declared to be unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

8.3 PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract. Vendor acknowledges Contract is effective for the period specified in the Contract. Any services performed by Vendor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Vendor.

8.4 SOVEREIGN IMMUNITY. The Parties agree and acknowledge that nothing contained in SOW No. 455-21-1011, Vendor's Offer, or this Contract will in any manner be construed as a waiver of sovereign immunity or official immunity by RRC, its employees, or the State of Texas. RRC and the State of Texas retain all legal defenses and immunities available to each. RRC does not waive any privileges, rights, defenses, remedies, or immunities, available to RRC as an agency of the State of Texas or otherwise available to RRC.

8.5 FALSE STATEMENTS; BREACH OF REPRESENTATIONS. By signature to this Contract, Vendor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Vendor signs this Contract with a false statement or it is subsequently determined that Vendor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Vendor shall be in default under this Contract, and RRC may terminate or void this Contract for cause and pursue other remedies available to RRC under this Contract and applicable law.

8.6 ENTIRE CONTRACT AND MODIFICATION. This Contract No. 455-21-1011A and all Contract Documents referenced in Section 1.01. herein constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IX. NEGOTIATED EXCEPTIONS TO SOW 455-21-1011

9.1 SOW Part 2, §2.5 (RRC Workorder Expectations of Vendor)-Vendor Information Security Agreement (VISA):

RRC will require all VISAs to be signed (or-cosigned) by an individual at CGI that is authorized to bind the corporation (e.g., Jimmy Schatte).

9.2 SOW Part 2, §2.8.1 (Assumption #3) and §2.8.2 (Assumption #3) are both rewritten and replaced as follows:

Vendor will be responsible for implementing measures, as defined in the associated design documents agreed upon by RRC and Vendor, intended to secure any sensitive data stored in any environment.

9.3 SOW Part 4, §4.8 (Additional Agency Terms and Conditions):

This Section is deleted in its entirety.

9.4 SOW Part 4, §4.8.1 (Retainage) is rewritten and replaced as follows:

RRC will retain 10% of deliverable funds until Go-Live as verified by Project Manager and Contract Manager. Notwithstanding, the percentage of retainage to be withheld may be lowered and the criteria for its release may be adjusted as agreed upon by the parties on a workorder basis.

9.5 SOW Part 4, §4.8.22 (Statement of Work, Time Limits Enforced) is rewritten and replaced as follows:

Vendor and RRC shall comply with all deadlines, dependencies and material requirements, and standards of performance for this Contract, and in execution of the work. Vendor acknowledges and accepts all time limits will be enforced. Vendor shall not be held responsible for: (1) delays resulting from Force Majeure in accordance with Vendor's DIR DBITS Contract; or, (2) delays attributable to RRC's, or its contractors', failure to perform their responsibilities in a timely manner that prevents Vendor from or delays Vendor in performing the services. Vendor will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under the applicable Workplan(s) for delays resulting from the foregoing reasons. In such event, the Parties will mutually agree upon a change order documenting the adjustments.

9.6 SOW Part 4, §4.8.23 (Workorder Completion and Liquidated Damages. Workorder Period) is rewritten and replaced as follows:

Workorders shall be issued under the Contract and Contractor's obligations must be completed within the specified dates noted in the Workplan except as otherwise provided in Section 4.8.22, Time Limits Enforced, and commencing on the date stated, in the Notice to Proceed of the Workorder.

Liquidated Damages Value

RRC has determined that Go-Live under each Workorder under the Contract is critical for RRC to meet RRC's regulatory obligations, and the Contractor's failure to complete its obligations under any Workorder to achieve Go-Live within the required time may cause damage to RRC and operations related to Information Technology Services. Since exact damages are difficult to determine or forecast, the sum of one percent (1%) of the total value of deliverables in a Workorder up to and including the Go-Live deliverable charged per week is hereby established by the Parties as a reasonable estimate of just compensation to RRC for failure of Contractor to achieve Go-Live (except as such failures are otherwise excused as provided in Section 4.8.22, Time Limits Enforced) by the date set forth in writing within the Workorder or written, authorized extension thereto. Said sum will be deducted from the money due or to become due to Contractor, not as a penalty, but as liquidated damages for each and every week that Go-Live has not been achieved as set forth in writing within the Workorder or written, authorized extension thereto.

Calculation of Liquidated Damages

Unless Contractor's failure to meet its obligations to achieve Go-Live are excused as provided in Section 4.8.22, Time Limits Enforced, charges for liquidated damages will begin accumulating on the first calendar day following the Go-Live date set forth in writing within the Workorder or written, authorized extension thereto, and continue until the RRC authorizes Go-Live. Final completion of each Workorder will not be issued until all required work under the Workorder has been completed, as verified by RRC.

In no event shall Contractor's total liability for liquidated damages under a Workorder exceed 10% of the value of deliverables in a Workorder up to and including the Go-Live deliverable.

The assessment of liquidated damages shall not constitute a waiver or release of any other remedy RRC may have under this Contract to recover actual damages resulting from Vendor's failure to achieve Go-Live under any Workorder within the required time, including without limitation, RRC's right to terminate this Contract. However, RRC will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

9.7 SOW Part 4, §4.8.25 (Payments to Vendor Progress Payments) – Paragraph heading is rewritten and replaced as follows:

Progress Payments. Note: This Contract requires 10% retainage withheld on all progress payments unless otherwise agreed upon pursuant to Section 4.8.1.

9.8 SOW Part 4, §4.8.25 (Payments to Vendor Progress Payments) is rewritten and replaced as follows:

Payment requests under the Contract shall be deliverables-based. Upon Vendor's completion of one or more deliverables, and RRC's acceptance thereof, Vendor shall submit a properly prepared, itemized invoice accompanied by all additional documents required by Contract, as a Contract progress payment equal to 90% (or such percentage as agreed on in a SOW) of the value the invoiced deliverable(s) completed by Vendor and accepted by RRC.

9.9 SOW Part 4, §4.8.28 (No Prepayments) is rewritten and replaced as follows:

RRC will not prepay for any services provided to RRC by vendor in performance of services or work under the Contract. RRC shall not make down payments, deposits, pay advances, advance deposits, or any other payments that are not made specifically for properly documented completed services approved for payment by and provided to RRC in accordance with the requirements of the Contract.

9.10 SOW Part 4, §4.8.32, (Termination or Cancellation for Cause, Breach of Material Term Paragraph Vendor Nonperformance) is rewritten and replaced as follows:

Vendor Nonperformance

If Vendor defaults on the Contract after award has been made, RRC reserves the right to cancel the Contract and either reissue the SOW or award the Contract to the next qualified, responsive and responsible Vendor offering the best value to the state as determined by RRC. In such event, the defaulting Vendor will not be considered for award for any Contract arising under the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work differ substantially from the work and/or services under the Contract on which Vendor defaulted. The length of any period of suspension shall be determined by RRC based on the seriousness of the default. In the event of nonperformance default, Vendor shall remain liable for all

covenants and indemnities under the Contract. Vendor shall be liable for all costs and expenses, including any attorneys' fees and court costs, incurred by RRC with respect to the enforcement of any remedies listed herein.

9.11 SOW Part 4, §4.8.32, (Termination or Cancellation for Cause, Breach of Material Term Paragraph Implementation of Termination) is rewritten and replaced as follows:

Implementation of Termination

Vendor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary, as determined by RRC to preserve the work in progress. In the event of termination or cancellation by RRC, RRC shall pay Vendor for all work satisfactorily performed up to the effective date of termination.

9.12 SOW Part 4, §4.8.32, (Termination or Cancellation for Cause, Breach of Material Term Paragraph Miscellaneous Termination Provisions) is rewritten and replaced as follows:

Notice of Termination or Cancellation Delivery

Any termination by RRC of the Contract which requires written notice may be accomplished by RRC's delivery to Vendor of a written notice of termination or cancellation specifying that the Contract is terminated or canceled.

X. GLOSSARY

10.1 Ensure (whether capitalized or not): Taking such steps and performing in such a manner as a well-managed company would undertake where such company was acting in a determined, prudent, and reasonable manner to achieve the particular result provided always that such steps are within the reasonable control of the Party required to exert such efforts and the expense of such efforts is commensurate with the impact the problem will have on the Party incurring the expense.

10.2 Software Deliverables: Deliverables that are operational software (a completed system or any module, subsystem or release).

10.3 Go-Live: The point in time at which the software or an element of the software begins operation in production for RRC.

10.4 Nonconformities: Same meaning as Defect.

10.5 Defect: A reproducible material deviation of a Software Deliverable from the requirements and design mutually agreed upon and documented during the requirements and design period.

EXECUTION SIGNATURES. The Parties agree the Contract and any written Amendments thereto necessary for the consummation of the transaction contemplated by the Contract may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each Party as if it were physically executed. The Parties to this Contract have electronically executed this Contract which shall be deemed an original. By the signatures below, each signatory represents and warrants that they have the authority to enter into this Contract on behalf of the respective Parties.

RAILROAD COMMISSION OF TEXAS

CGI TECHNOLOGIES AND SOLUTIONS, INC.

DocuSigned by:
Wei Wang
Wei Wang
Executive Director
5/24/2022
Date of Execution

DocuSigned by:
Jimmy Schatte
Jimmy Schatte
Title: vice President
5/24/2022
Date of Execution

—————RRC use only below this line.

Div. Director: ES, RRC 5/5/2022
COO: RL 5/6/2022
Director of Procurement & Contracts/HUB Coordinator: tl 5/5/2022
OGC: DS 5/5/2022