

AMENDMENT NO. 1
CONTRACT NO. 455-18-10490
BETWEEN
RAILROAD COMMISSION OF TEXAS
AND
KNOMATIC, LLC

THIS AMENDMENT NO. 1 to Contract No. 455-18-10490 (“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 Knomatic, LLC (“Vendor”), located at 5535 Memorial Drive, Suite F 568, Houston, Texas (individually, “Party”; collectively, “Parties”).

WHEREAS, Article 4., paragraph B. Modification of Contract Terms and/or Amendments, of the Contract provides the Parties may amend the Contract through written agreement; and

WHEREAS, RRC identified a need for Knomatic Studio™ subject matter experts to provide certain professional, information technology support services (“Services”) more specifically stated within RRC’s Request for Quote (“RFQ No. 455-18-10490-1) submitted to Vendor on May 21, 2019. Vendor responded to RRC’s RFQ No. 455-18-10490-1 on May 29, 2019 by providing a quote with proposed pricing for Services (“Vendor’s Quote”). RRC’s Contract Management Section and Information Technology Services Division reviewed Vendor’s Quote and deemed it fair, reasonable, and necessary to deliver the Services to ensure continuous agency operations supported by the Knomatic Studio™ software applications. RRC’s approval of Vendor’s Quote necessitated an increase in the not-to-exceed amount of the Contract stated within page 1, paragraph 4 of the Contract; and

WHEREAS, on June 4, 2019, the RRC Commissioners approved to increase the not-to-exceed amount of the Contract from ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00) to ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$195,000.00) to ensure continuous agency operations related to RRC’s Information Technology Division and business units supported thereby; and

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

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

- I.** Page 1, paragraph 1, is deleted in its entirety and replaced with the following:
Contract No. 455-18-10490 (“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 Knomatic, LLC (“Vendor”), located at 5535 Memorial Drive Suite F 568, Houston, Texas (individually, “Party”; collectively, “Parties”).
- II.** Page 1, paragraph 2, last sentence is deleted in its entirety and replaced with the following:
The Contract Documents include this “Contract Between RRC and Vendor,” and any amendments thereto, “Exhibit A – Terms and Conditions of the Contract”, and “Exhibit B – Knomatic Specifications.”
- III.** Page 1, paragraph 4, is deleted in its entirety and replaced with the following:

The total amount of fees to be paid by RRC to Vendor through the end of the Contract Term (initial term plus extended term, if any) is the not-to-exceed total amount of **ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$195,000.00)**, the total of which includes the addition of Seventy-five Thousand Dollars and Zero Cents (\$75,000.00), as approved by RRC Commissioners on June 4, 2019 and which represents the not-to-exceed total amount of fees for professional, information technology support services payable in accordance with RRC’s RFQ No. 455-18-10490-01 and Vendor’s Proposal (collectively, “Exhibit AMD-1” attached to this Amendment No. 1), plus the Contract not-to-exceed total amount of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.000) through the end of the initial term, which represents

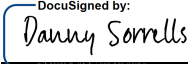
Sixty thousand dollars and no cents (\$60,000) per year fee ("Annual License Fee") to be paid in accordance with Exhibit A – Terms and Conditions of the Contract.

Except as expressly amended above, all provisions of the Contract remain in full force and effect. For purposes of interpretation of the Contract and in resolving conflicts within or between the Contract Documents, any inconsistency or conflict shall be resolved applying the following order of precedence: this Amendment No. 1, then the order of precedence stated within page 1, paragraph 3 of the original Contract.

The effective date of this Amendment No. 1 to Contract No. 455-18-10490 shall be from the date of the last Party's signature.


EXECUTION SIGNATURES. The Parties agree this Amendment No. 1 and any subsequent Amendments thereto necessary for the consummation of the transaction contemplated by the Contract and any amendments thereto 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 shall be binding on each Party as if it were physically executed. The Parties to this Amendment No. 1 have electronically executed this Amendment which shall be deemed an original. By the signatures below, each signatory represents and warrants that they have the authority to enter into this Amendment to the Contract on behalf of the respective Parties.

RAILROAD COMMISSION OF TEXAS

By: 
Wei Wang, Danny Sorrells on
Executive Director behalf of wei
wang

Date of Execution: 8/15/2019

KNOMATIC, LLC


By: 
John Mercadante III
Chief Technology Officer

Date of Execution: 8/1/2019

RRC use only below this line.

Div. Director:  8/1/2019

CM COO:  8/1/2019

OGC:  8/1/2019 (approved as to form only)