

AMENDMENT NO. 2
CONTRACT NO. 455-18-10490
BETWEEN
RAILROAD COMMISSION OF TEXAS
AND
KNOMATIC, LLC

THIS AMENDMENT NO. 2 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 Dr., 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, on August 15, 2019 the Parties executed Amendment No. 1 to the Contract, modifying page 1, paragraph 2, last sentence to include necessary wording related to the definition of Contract Documents, and modifying page 1, paragraph 4, changing the not-to exceed total amount of the Contract through the end of the Contract Term to ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$195,000.00) the total of which includes the original Contract amount of ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00) for Knomatic Studio™ Hosting Services and Licensed Applications (“Knomatic Goods/Services”) fees plus, as approved by RRC Commissioners on June 4, 2019, the addition of SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00), an amount established exclusively for fees and expenses applicable to Knomatic Studio™ subject-matter-expert professional information technology support services (“Knomatic SME Services”) payable in accordance with Exhibit AMD-1 attached to Amendment No. 1 to the Contract; and

WHEREAS, the RRC identified a need to further amend the Contract to revise *Amendment No. 1* changes to page 1, paragraph 2; and

WHEREAS, the RRC identified a need for Knomatic Goods/Services and Knomatic SME Services (collectively, “Services”) to continue beyond the initial term of the Contract to ensure continuous agency operations supported by the Knomatic Studio™ software applications; and

WHEREAS, on November 18, 2019, RRC submitted to Vendor a request for pricing (“RFQ No. 455-18-10490-2”, attached hereto as *AMD2 Exhibit 2* and incorporated herein) to obtain pricing applicable to Vendor’s delivery of the Services through an extended Contract Term ending August 31, 2021. Following negotiations between the Parties, on January 6, 2020, Vendor submitted a best and final offer with proposed pricing for the Services (“Vendor’s Quote”, attached hereto as *AMD2 Exhibit 1* and incorporated herein) in response to RRC’s RFQ No. 455-18-10490-2. 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 necessitates an extension of the Contract Term and an increase in the not-to-exceed amount of the Contract; and

WHEREAS, on February 11, 2020, the RRC Commissioners approved for the RRC to amend Contract No. 455-18-10490 to extend the Contract Term through August 31, 2021 and to increase the not-to-exceed total amount of the Contract from ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$195,000.00) to THREE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$362,500.00) to ensure continuous agency operations supported by the Knomatic Studio™ software applications; and

WHEREAS, the Parties desire to further amend the Contract terms to their mutual benefit to reflect the desired changes stated above.

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

I. Page 1, paragraph 2, is deleted in its entirety and replaced with the following:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter described, to be made and performed by the RRC, Vendor hereby agrees to deliver goods and/or services described as: Software as a Service - Vendor's Hosting Services and Licensed Applications, including Knomatic Studio™ (the "Goods/Services") for the use and benefit of the RRC as fully and specifically described in the Contract Documents. The Contract Documents include this *Contract Between RRC and Vendor* and any amendments and amendment attachments thereto, *Exhibit A – Terms and Conditions of the Contract* ("Exhibit A"), and *Exhibit B – Knomatic Specifications* ("Exhibit B"). Both *Exhibit A* and *Exhibit B* are hereby incorporated by reference into this Contract and constitute part of the Contract as if fully set forth herein.

II. Page 1, paragraph 4, is deleted in its entirety and replaced with the following:

The amount of fees to be paid by RRC to Vendor through the end of the Contract Term (Initial Term plus Extended Terms) is the not-to-exceed total amount of **THREE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$362,500.00)**, the total of which includes the additional amount of up to ONE HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$167,500.00), as approved by RRC Commissioners on February 11, 2020, plus the previously approved, not-to-exceed total Contract amount of ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$195,000.00). The not-to-exceed total Contract amount shall be distributed between Knomatic Goods/Services fees and Knomatic Studio™ subject-matter-expert professional information technology support services ("Knomatic SME Services") as indicated in the table below.

Contract Document	Goods/Services Amount	Knomatic SME Services Amount	Contract Document Total Amount	Cumulative NTE Contract Total Amount
Original Contract	\$ 120,000.00	\$ -	\$ 120,000.00	\$ 120,000.00
Amendment No. 1	\$ -	\$ 75,000.00	\$ 75,000.00	\$ 195,000.00
Amendment No. 2	\$ 67,500.00	\$ 100,000.00	\$ 167,500.00	\$ 362,500.00
Grand Total NTE Amount	\$ 187,500.00	\$ 175,000.00		\$ 362,500.00

Fees applicable to the Vendor's Goods/Services during the Initial Term shall be payable in accordance with rates in effect at time of execution of the original Contract. Fees applicable to the Vendor's Goods/Services during the Extended Term shall be payable in accordance with rates stated within *AMD2 Exhibit 1* attached to Amendment No. 2 to the Contract. Fees applicable to Knomatic SME Services delivered during the Initial Term of the Contract shall be payable in accordance with rates stated within *Exhibit AMD-1* attached to Amendment No. 1 to the Contract. Fees applicable to Knomatic SME Services delivered during the Extended Term of the Contract shall be payable in accordance with rates stated within *AMD2 Exhibit 1* attached to Amendment No. 2 to the Contract.

III. Page 2, paragraph 3, is deleted in its entirety and replaced with the following:

The term of the Contract includes the initial term commencing March 1, 2018 and ending February 29, 2020 ("Initial Term"), plus the extended term commencing March 1, 2020 and ending August 31, 2021 ("Extended Term"), unless terminated earlier in accordance with Article 11 of the Contract. Initial Term and Extended Term collectively are the "Contract Term." This Contract is non-renewable. The Contract Term may be extended only through bilateral agreement of the Parties set forth in written amendment to the Contract fully executed no later than the ending date of the Contract Term in effect prior to execution of the applicable Contract amendment.

IV. Exhibit A - Terms and Conditions of the Contract for Product and Related Services Contract, Article 3. Definitions, paragraph H. is deleted in its entirety.

The effective date of this Amendment No. 2 to Contract No. 455-18-10490 shall be from the date of the last Party's signature to this amendment. Except as expressly amended herein, 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. 2 and attachments hereto, then Amendment No. 1 and attachments thereto, and then the order of precedence stated within page 1, paragraph 3 of the original Contract.

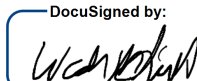
The Parties to this Amendment No. 2 have electronically executed this Amendment which shall be deemed an original. By the signatures below, each signatory represents and warrants that they have the authority to enter into this amendment to the Contract on behalf of the respective Parties.

RAILROAD COMMISSION OF TEXAS

KNOMATIC, LLC

By: 

Wei Wang,
Executive Director

By: 

Printed Name: Wade M Smith
Title: President and CEO

Date of Execution: 2/18/2020

Date of Execution: 2/18/2020


2/18/2020

2/18/2020

RRC use only below this line.

Div. Director:  2/18/2020

CM COO:  2/18/2020

OGC:  2/18/2020 (approved as to form only)