

RAILROAD COMMISSION OF TEXAS
CONTRACT NO. 455-26-1018
FOR
SALESFORCE AND TOOLS IMPLEMENTATION SERVICES AND
SUPPORT (STISS)

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** (“Contractor”), located at 2500 Bee Cave Road, Building III, Suite 100, Austin, Texas 78746 (individually “Party”; collectively “Parties”).

WITNESSETH

WHEREAS, Texas Government Code Chapter 2155, 2157, and 2261 provide for RRC’s authority to procure goods and services in connection with Information Technology goods and Services, and RRC intends to purchase certain goods and/or have certain services performed, namely Salesforce and Tools Implementation and Support; and

WHEREAS, in accordance with applicable provisions of Texas Government Code Chapters 2155 and 2156, RRC has selected Contractor to provide the desired Salesforce and Tools Implementation and Support services, referenced within RRC’s Request for Offer **No. 455-26-1018** (“**RFO No. 455-26-1018**”), and Contractor has agreed to provide the desired Salesforce and Tools Implementation and Support referenced within **RFO No. 455-26-1018**, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of **RFO No. 455-26-1018**, including but not limited to insurance, and specifications within the Statement of Services, constitute part of this **Contract No. 455-26-1018**.

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

I. CONTRACT DOCUMENTS.

1.01. SERVICES REQUIRED. In accordance with the terms and conditions of the Contract, including all Contract Documents incorporated by reference, Contractor shall deliver throughout the term of the Contract including renewal or extension periods (if any), Salesforce and Tools Implementation and Support (“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.** This **Contract No. 455-26-1018**, and any amendment hereto;
- b.** Exhibit A, **RFO No. 455-26-1018**, including all associated attachments, appendices, exhibits, and addenda; and
- c.** Exhibit B, Contractor’s Response, dated May 19, 2026 (“Contractor’s Response”) including Contractor’s Best and Final Offer (“BAFO”) dated July 20, 2026.
- d.** Exhibit C, Negotiated Exceptions to Solicitation 455-26-1018

1.02. INCORPORATED BY REFERENCE. All elements listed in 1.01.a. through 1.01.c. are attached hereto and hereby incorporated by reference and constitute part of the Contract as if fully set forth herein.

1.03. ORDER OF PRECEDENCE. For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, this **Contract No. 455-26-1018** 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. This **Contract No. 455-26-1018**, and any amendments hereto; then
- b. Exhibit A, **RFO No. 455-26-1018**, including all associated attachments, appendices, and addenda; then
- c. Exhibit B, Contractor's Response, dated May 19, 2026 ("Contractor's Response") including Contractor's Best and Final Offer ("BAFO") dated July 20, 2026.
- d. Exhibit C, Negotiated Exceptions to Solicitation 455-26-1018

II. TERM.

2.01. CONTRACT AWARD.

- a. The original term of this Contract shall be from September 1, 2026, and shall continue through August 31, 2028 ("Original Term"), unless terminated earlier as provided in **RFO No. 455-26-1018**, Section A.11, and/or Section 2.02. set forth below.

This Contract may be extended only through written amendment to the Contract fully executed prior to 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 three (3) additional one-year renewals under the same terms and conditions plus any RRC approved changes.

- September 1, 2028 – August 31, 2029
 - September 1, 2029 – August 31, 2030
 - September 1, 2030 – August 31, 2031
- 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.

2.02. TERMINATION.

- a. **Termination for Cause.** RRC may terminate this Contract immediately for cause by providing written notice to Contractor of such termination if Contractor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of abandonment or default, Contractor 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 Contractor's non-performance. Notwithstanding the foregoing, Contractor shall not be liable for damages that Contractor could not reasonably foresee on entry into this Contract. In the event of termination for cause, Contractor 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 Contractor 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, Contractor shall be governed by the terms and conditions, and shall perform the acts outlined in Section 2.02.c.
- c. Implementation of Termination.** Contractor 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 Contractor for all work satisfactorily performed up to the effective date of termination.

2.03. NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, RRC and the State of Texas shall not be liable to Contractor 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.

3.01. CONTRACT LIMIT, FEES AND EXPENSES. The total amount of fees to be paid under this Contract through the Original Term and extension terms, if any, (collectively, "Contract Term") shall not exceed **SEVENTEEN MILLION DOLLARS AND ZERO CENTS (\$17,000,000.00)**.

3.02. SERVICES.

- a.** Contractor shall provide the goods and services necessary and reasonably inferable to complete the work required by and described in **RFO No. 455-26-1018**.
- b.** Contractor's services shall include all disciplines agreed upon between the Parties and all related usual and customary consultant and other services necessary and reasonably inferable to complete the work 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 Contractor's Response in response to **RFO No. 455-26-1018**. In the event additional goods and services are proposed by Contractor, Contractor shall not proceed therewith except only after Contractor's receipt of RRC's written acceptance of the additional services proposed.
- d.** The Description of Services (**RFO No. 455-26-1018 A.12-A.40**) describes the intended scope and character of work. The Parties agree it is Contractor's responsibility to review and understand requirements of the Statement of Services and to provide all goods and services to achieve those objectives.
- e.** Contractor agrees and acknowledges that RRC is entering into this Contract in reliance on Contractor's represented professional abilities with respect to performing the services, duties, and obligations under this Contract. Contractor, and Contractor'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. Contractor 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 Contractors that provide services for projects that are similar in size, scope, and budget to that within this Contract and any Work Order issued thereunder, and (ii) in compliance with all

applicable federal, state, and local statutes, laws, ordinances, regulations, codes, and rules and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to Contractor that will limit or prevent performance by Contractor of the Services required under the Statement of Services and the Contract.

Contractor 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.** Contractor's Services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Contractor's Services by RRC shall relieve Contractor of any of its duties or release it from any liability, it being understood that RRC is, at all times, relying upon Contractor for its skill and knowledge in performing Contractor's Services. RRC shall have the right to reject any of Contractor's goods and/or services in accordance with the terms and conditions of **RFO No. 455-26-1018**.
- g.** Contractor agrees to furnish efficient business administration and superintendence and to use Contractor's best efforts to fulfill the Contract and Work Order requirements in an expeditious and economical manner consistent with the interest of RRC and Contractor's professional skill and care.
- h.** Contractor shall allocate adequate time, personnel, and resources as necessary to deliver goods and/or perform services and work under the Contract and Work Orders issued thereunder. Changes of Contractor's key personnel identified in Contractor's Response shall not be made without prior written approval of RRC. Contractor's day-to-day project team will be led by Contractor's Project Manager unless otherwise directed by RRC or prevented by factors beyond the control of Contractor. Contractor's Project Manager shall act on behalf of Contractor with respect to all aspects of Contractor's goods and/or services delivery and shall be available as required for the benefit of each project and RRC.

3.03. PAYMENTS TO CONTRACTOR.

- a.** Payments to Contractor 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. Contractor shall be paid for completion of work accepted and approved by RRC.
- b.** Contractor shall invoice RRC for work performed and accepted by RRC. Contractor shall submit invoices as specified in **RFO No. 455-26-1018**.

IV. FUNDING.

4.01. 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.

V. CONTRACTOR PERSONNEL.

5.01. REQUIRED QUALIFICATIONS. At all times during the term of the Contract, Contractor 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.

VI. NOTICES.

6.01. 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 Contractor at the address set forth below:

For RRC:	<u>Railroad Commission of Texas</u>
	<u>Operations Division – Contract Management</u>
	<u>P.O. Box 12967</u>
	<u>Austin, Texas 78711-2967</u>
	Attention: <u>Theresa Lopez Director of Operations</u>
	Phone: <u>512-463-6953</u>
	Email: <u>theresa.lopez@rrc.texas.gov</u>

For Contractor:	<u>CGI Technologies and Solutions</u>
	<u>2500 Bee Cave Road, Building III, Suite 100</u>
	<u>Austin, TX, 78746</u>
	Attention: <u>Jaclyn K. Beerens</u>
	Phone: <u>512-484-2346</u>
	Email: <u>jaclyn.beerens@cgi.com</u>

- 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.

VII. MISCELLANEOUS PROVISIONS.

7.01. 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. Contractor 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.**

7.02. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this **Contract No. 455-26-1018** 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.

7.03. 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. Contractor acknowledges Contract is effective for the period specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

7.04. SOVEREIGN IMMUNITY. The Parties expressly agree that nothing contained in **RFO No. 455-26-1018** or this Contract is in any way intended to constitute a waiver by the State of Texas or RRC of any immunities from suit or from liability that the State of Texas or RRC may have by operation of law. Further, the Parties agree that nothing contained in **RFO No. 455-26-1018** 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.

7.05. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor 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.

7.06. ENTIRE CONTRACT AND MODIFICATION. This **Contract No. 455-26-1018** 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.

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

DocuSigned by:
By: Danny Sorrells
5D90A45E434042D...
Wei Wang
Executive Director

CGI TECHNOLOGIES AND SOLUTIONS

DocuSigned by:
By: Jaclyn Beerens
21998602B120...
Printed Name: Jaclyn Beerens
Title: Vice President, Consulting Services

Date of Execution: 8/26/2026

Date of Execution: 8/25/2026

RRC use only below this line.

Division Director: KL Date: 8/24/2026
Chief Administrative Officer: LS Date: 8/24/2026
Director of Operations: TL Date: 8/24/2026
Office of General Counsel: EL Date: 8/24/2026

EXHIBIT C: NEGOTIATED EXCEPTIONS TO SOLICITATION 455-26-1018

8.01 Part A of the Solicitation

Item A.29 is revised as follows:

Upon RRC approval of a Vendor Workplan, RRC shall issue a Notice to Proceed (“NTP”) for the initial Workplan deliverable(s). The Notice to Proceed may adopt individual deliverables within a Workplan, or multiple deliverables within a Workplan. The NTP for each deliverable within the Workplan must include the budget and timeline. A Notice to Proceed signed by the RRC Project Manager and Contract Manager authorizes Vendor to immediately begin the Work described in the NTP’s deliverable(s), unless the NTP states a later start date for the Work.

NTP’s for Workplan deliverables that have not been issued may be issued at RRC’s discretion and may require approval of preceding Workplan deliverables.

No work shall begin without a Notice to Proceed signed by RRC Project Manager and Contract Manager. Any work started prior to the applicable NTP shall be at the Vendor’s sole risk.

Vendor shall perform all work in strict accordance with the NTP, and related contract documents, assuming RRC meets its related obligations and responsibilities in a timely manner.

Item A.33 is revised as follows:

- Vendor shall provide personnel who have identifiable work experience and education to perform their assigned work. Detailed experience and qualifications for the Vendor’s staff members shall be provided to the RRC prior to the staff commencing any work.
- Vendor shall be responsible for project management and performing all other related implementation activities needed for each Workorder.
- Vendor shall identify points of contact for resolving any key questions or issues that may arise. The Vendor’s Project Manager shall be responsible for ensuring that these individuals are available to respond to issues in a timely manner.
- Vendor shall be responsible for planning and scheduling activities to accomplish completion of all necessary work described in the RFO, executed Workorder(s).
- Vendor shall indicate their agreement to comply with the confidentiality and non-disclosure requirements stated in this RFO.
- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel without subject matter expertise.
- RRC may request oral presentations.

8.02 Part B-Offeree’s Statements and Covenants

Item B.5.3-Compliance

RRC agrees to provide TXCC’s Contract Security Standards and TXCC’s Contract Data Security Standards in advance of performance of services

8.03 Attachment 1-

Item 25 is replaced with the following

Offeror represents and warrants that, within the five (5) calendar years immediately preceding the submission of the Response, Offeror is not aware of, and has received no notice of, any court or governmental agency actions, proceedings, or investigations pending or threatened against Offeror that

would materially impair Offeror's ability to perform under any contract resulting from this RFO, except as disclosed in Offeror's Response. Without limiting the foregoing, Offeror directs RRC to Offeror's publicly filed reports with the U.S. Securities and Exchange Commission, which contain disclosures regarding material litigation, if any. Offeror further represents and warrants that, within the five (5) calendar years immediately preceding the submission of this Response, Offeror has not had any contract terminated for default.

8.04 Attachment 6

Section 2.02.(a) is revised as follows

Termination for Cause. RRC may terminate this Contract for Vendor's material breach after notice and 30 days' opportunity for Vendor to cure the breach, by providing written notice to Vendor of such termination, where Vendor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract, all to the extent rising to the level of a material breach. In the event of such termination, Vendor will be responsible for paying direct damages to RRC, including but not limited to, the State or RRC's cost to re-solicit this Contract. 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.

Section 7.02 is replaced with the following

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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. To the extent permitted by applicable law, the Parties authorize the court to reform any unenforceable provision to the minimum extent necessary to make it enforceable while preserving, to the greatest extent possible, the original intent and economic position of the Parties as reflected in this Contract.

8.05 Attachment 7

Item 22 is replaced with the following

Time is of the essence, subject to the force majeure clause. Both parties shall comply with all deadlines and performance requirements for this Contract and any Work Order. Project deadlines will be reasonably adjusted via the contract's standard change order process to the extent delays are directly caused by force majeure events or by documented acts or omissions of RRC or other RRC contractors. No such adjustment shall entitle Vendor to additional compensation unless mutually agreed upon in writing via a formal contract amendment.

Item 33 is replaced with the following

RRC shall make payments to Vendor only for properly documented, completed services that have been satisfactorily accepted and approved by RRC in accordance with the requirements of the Contract and the applicable Workorder. Payments shall be made within thirty (30) days of RRC's receipt of a complete, correct, and approved invoice in accordance with TGC Chapter 2251. RRC will not prepay for any services, make down payments, or advance deposits.

Item 42 is replaced with the following

Personal Injury, Property Damage. Vendor shall be liable for any bodily injury or personal injury to any individual to the extent caused by the negligence, gross negligence, or willful misconduct of Vendor or its employees at any stage during any assignment under this Contract. In the event of loss, destruction,

or damage to any State of Texas or RRC property caused by Vendor or its employees, Vendor shall indemnify the State of Texas and RRC and pay the full cost of repair, reconstruction, or replacement at RRC's election. Vendor shall reimburse the State of Texas and/or RRC for such property damage within thirty (30) days after Vendor's receipt of RRC's written notice of amount due. This provision survives the termination or expiration of the Contract.

Item 43 is revised as follows

- The AM Best financial rating of the insurance companies is revised to A-.
- The deductible disclosure requirement is deleted in Item F.
- Item K is revised to be "Listing of all exclusions and limitations added by endorsement and required by this Contract to general liability coverage; however, no endorsements, whether specific to this Contract or otherwise, shall restrict, limit, or exclude in any manner whatsoever, coverage required."
- In the table, the Professional Liability policy requirement is revised to be a per claim/aggregate standard.
- Also, in the table, the liability limits will be doubled and the following sentence is removed: "Defense shall be provided as an additional benefit and not included within the limits of liability".

Item 48 is revised as follows:

RRC agrees that all notices of termination or cancellation be provided in writing, in accordance with section 2.02 of Attachment 6.

8.06 Other Exceptions

Limits of Liability

- "(a) Aggregate Liability Cap. For any claim or cause of action arising under or related to the Contract to the extent permitted by the Constitution and the laws of the State of Texas, except as provided in subsection (b) below, each Party's total aggregate liability to the other Party for any and all claims arising out of or related to this Contract, whether in contract, tort, or otherwise, shall not exceed two (2) times the Not To Exceed value of the Contract.
- (b) Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE OR LOSS OF PROFITS, ARISING OUT OF OR RELATED TO THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ABANDONMENT.
- (c) Exclusions. The limitations in the sections above shall not apply to: (i) Vendor's indemnification obligations for third-party bodily injury or tangible property damage under Section 42; (ii) Vendor's obligations under Sections 36, 37, and 39 to indemnify for IP infringement and misappropriation claims; (iii) RRC's obligations to pay amounts owed under this Contract; or (iv) claims arising from a Party's fraud, gross negligence, or willful misconduct.

8.07 Definitions

The parties agree to the following definitions:

- 'Go-Live' means the date on which a Software Deliverable is deployed to RRC's production environment and is made available for use by end users, as confirmed in writing by RRC's Authorized Representative.
- 'Software Deliverables' means the software applications, configurations, customizations, integrations, code, and related technical documentation required to be developed or configured by Vendor and delivered to RRC pursuant to an applicable Workorder and Workplan.