

**AMENDMENT NO. 3
CONTRACT NO. 455-20-9037 FOR
INFORMATION TECHNOLOGY SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
GWPC'S RBDMS®**

THIS AMENDMENT NO. 3 to Contract No. 455-20-9037 ("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 Ground Water Protection Council, Inc ("Contractor"), located at 13308 N. MacArthur Boulevard, Oklahoma City, OK 73142 (individually, "Party"; collectively, "Parties").

WHEREAS, SECTION 7.08. 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. SECTION 3.01. CONTRACT LIMIT, 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 **THIRTY ONE MILLION FOUR HUNDRED FIFTY FIVE THOUSAND SIX HUNDRED FORTY SEVEN DOLLARS AND ZERO CENTS (\$31,455,647.00)**, the total of which includes the current NTE amount of **NINE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$9,980,000.00)**, plus the addition of **TWENTY ONE MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED FORTY SEVEN DOLLARS AND ZERO CENTS (\$21,475,647.00)** as approved by the RRC Commissioner as on December 7, 2021."

Except as expressly amended above, all provisions of the Contract as amended through Amendment No. 3, 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. 3; Amendment No. 2; then Amendment No. 1; and then the original Contract in accordance with section **1.03. ORDER OF PRECEDENCE.,** therein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 3 to the Contract to be effective as of the date of the last Party's signature hereto. By signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

RAILROAD COMMISSION OF TEXAS

GROUND WATER PROTECTION COUNCIL, INC.

DocuSigned by:
Danny Sorrells
By: _____
Wei Wang,
Executive Director

DocuSigned by:
Mike Paque
By: _____
Mike Paque
Executive Director

Date of Execution: 12/22/2021

Date of Execution: 12/22/2021

RRC use only below this line.

Div. Director: _____ ^{ds} [RC] ^{ds} [RC, RRC]

CM COO: _____ ^{ds} [RC]

Procurement and Contract Director: _____ ^{ds} [tl]

OGC: _____ ^{ds} [PS]