

CONTRACT NO. 455-21-1011B
between
RAILROAD COMMISSION OF TEXAS
and
SLALOM, LLC
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 **SLALOM, LLC** (“Vendor”), located at **816 CONGRESS AVE SUITE 1950, AUSTIN, TEXAS 78701** (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. 455-21-1011B.

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. 455-21-1011B;
- b. Exhibit A, SOW No. 455-21-1011, including all associated attachments, appendices, exhibits, and addenda;
- c. Exhibit B, Vendor’s Offer, dated January 27, 2022 (Slalom’s Offer), including Original Pricing dated January 27, 2022;
- d. Exhibit C, Vendor’s Best and Final Offer (BAFO) emailed March 31, 2022, (Slalom’s BAFO), including BAFO Pricing emailed March 31, 2022 and;
- e. Exhibit D, Vendors Best and Really Final Offer (BARFO) emailed April 11, 2022 (Slalom’s BARFO), including BARFO Pricing emailed April 11, 2022.
- f. Vendor’s DIR Contract DIR-CPO-4964.

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. 455-21-1011B; and then
- b. Exhibit A, SOW No. 455-21-1011; and then
- c. Exhibit B, Vendor’s Offer.
- d. Exhibit C, Slalom’s BAFO
- e. Exhibit D, Slalom’s BARFO.
- f. Vendor’s DIR Contract DIR-CPO-4964.

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 2.02. 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 immediately for cause by providing written notice to Vendor of such termination if Vendor 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, Vendor will be responsible for paying damages to RRC, including but not limited to, the cost to re-solicit this Contract and any other 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 2.02.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 **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,500,000.00)**. 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.

IV. WARRANTIES AND CERTIFICATIONS

4.1 WARRANTIES.

In addition to all warranties established or implied by law, Vendor warrants that:

- a.** All goods, services, and property provided, conform to this Contract and to all representations made or provided by Vendor for the purpose of inducing the RRC to enter this Contract, and are merchantable, fit for the purpose intended, of best quality and workmanship, and free from all deficiencies in media, material, workmanship, and quality; this warranty shall expire six (6) months following acceptance of the applicable goods, services, and property.
- b.** All goods, services, and property provided conform to standards established for such goods in accordance with any applicable 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 accepted standards and practices; this warranty shall expire six (6) months following acceptance of the applicable goods, services, and property.
- d.** If the Contract provides for the sale or lease of software, Vendor warrants that software is user friendly, acceptable to RRC, and accessible to RRC's internal and external users in accordance with the Department of Information Resources guidance on accessibility for persons with disabilities. Graphical user interfaces must be implemented according to modern standards and capabilities unless stated otherwise in this Contract.

Except where a different period is specified in this contract, the warranties set forth above are effective upon RRC's issuance of final payment under the Contract or Work Order, and for six (6) months thereafter. Nonconformities are not deemed waived by RRC's failure to notify Vendor upon receipt of goods, property or completion of services or by payment of invoice. Vendor shall, at its expense, repair or replace any goods and property and re-perform any services that are found to be or that become nonconforming or defective. If, after notice of a claim under these warranties, Vendor fails to promptly repair, replace, or re-perform as required, Vendor shall promptly refund to RRC the full purchase price paid for the entire Work. Nothing in this Contract shall act as a waiver of any other applicable warranty, express or implied, benefitting the RRC.

Vendor shall, at its expense, repair or replace any goods and property and re-perform any services that are found to have been at the time of their delivery nonconforming or defective. Following receipt of a warranty claim notice, Vendor shall perform a root cause analysis of the warranty claim. If such analysis shows that a valid warranty claim exists, Vendor shall promptly repair, replace, or re-perform as required. If such analysis shows otherwise (e.g., performance or reliability is affected by RRC's changes to the goods, services or other property provided by Vendor or the environment in which they operate), the root cause analysis work performed by Vendor shall be considered authorized Services under the applicable SOW. If, after notice of a claim under these warranties, Vendor fails to promptly repair, replace, or re-perform as required, Vendor shall promptly refund to RRC the purchase price paid for the non-

conforming or defective Work and any other Work, the utility of which is substantially diminished by such non-conforming or defective Work. Nothing in this Contract shall act as a waiver of any other applicable warranty, express or implied, benefitting the RRC.

4.2 NONCONFORMITIES AND DEFECTS

Vendor shall inform RRC of any defects or nonconformities Vendor discovers in goods, services, or products provided by Vendor. Vendor agrees that defects or other non-conformities in a product, good, or service may not be readily apparent, including, but not limited to contracts for software development. In the case of software development contracts, defects or non-conformities may not become apparent until after testing is complete and the RRC determines a project phase is over.

Despite initial approval by RRC, RRC reserves the right during the term of the Contract or warranty set forth in this Section IV to determine in its sole discretion that a non-conformity or defect exists in a good, service, or product provided by Vendor. After RRC informs Vendor of its determination, Vendor shall perform a root cause analysis of the warranty claim. If such analysis shows that RRC has a valid warranty claim, Vendor shall immediately take such curative measures as are necessary for the good, service, or product to become acceptable to RRC and to minimize adverse effects or damages to RRC, but in no event shall the cure be made later than (30) days after receiving notice of RRC's determination. Curative measures are limited to remediation of the unsatisfactory work without change to the applicable specifications and without regard to the amount of the effort expended on the original deliverable. Cure to all defects and nonconformities must take place by the end of the warranty term or the warranty will be extended until all defects and nonconformities are cured. If such root cause analysis shows that RRC does not have a valid warranty claim, for example, non-conformities or defects result from RRC's changes to the goods, services or property provided by Vendor or the environment in which they operate, no warranty claim shall be sustained.

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 representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as 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 LIMITATION OF LIABILITY.

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, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

a. Vendor’s liability for damages in any claim or cause of action arising under or related to a Purchase Order issued hereunder shall not exceed three-times (3X) the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Vendor by such Customer as described in the Purchase Order.

b. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Vendor’s liability contained herein or in a Purchase Order shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

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

For Vendor: Slalom, LLC
816 Congress Ave Suite 1950
Austin, Texas, 78701
Attention: Lindsay Wenk
Phone: (512) 596-2587
Fax: N/A
Email: lindsay.wenk@slalom.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. 455-21-1011B 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.

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. 455-21-1011B 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, §2.8.1 (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.

9.2 SOW Section 4.8.2 (Confidentiality and Non-Disclosure) is rewritten and replaced as follows:

Contractor shall be required to sign all confidentiality agreements as deemed appropriate by RRC. Contractor's counsel may review and request revisions to any such agreements.

9.3 SOW Section 4.8.7 (Compliance with SOW and Contract) is rewritten and replaced as follows:

Subject to negotiated exceptions provided in the SOW at Sections 2.8.1, 2.8.2, 4.8.1, 4.8.2, 4.8.7, and 4.8.23, by submitting a response, acknowledging, and accepting the Contract, or delivering any services under the Contract, Vendor acknowledges, accepts, and agrees to all terms, conditions, specifications, provisions, statements, and guidelines of the Contract, including, but not limited to, the SOW. All parts of the SOW are fully incorporated into and constitute part of the Contract for all purposes intended. RRC, at its sole discretion, may disqualify a Response from consideration if RRC determines a Response is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in the SOW.

9.4 SOW Section 4.8.23 (Workorder Completion and Liquidated Damages) is rewritten and replaced as follows:

RRC has determined that the completion of each Workorder under the Contract is critical to meet RRC's regulatory obligations, and the Contractor's failure to complete any Workorder within the required time will 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 Workorder value charged per week is hereby established by the Parties as a reasonable estimate of just compensation to RRC for failure of Contractor to complete work specified in a Workorder 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 and added expense including administrative and inspection costs for each and every week the work or nay portion thereof shall remain incomplete after the expiration of the time limit set forth in writing within the Workorder or written, authorized extension thereto.

X. VENDOR CLARIFICATION TO BARFO PRISING ASSUMPTIONS

Vendor revised its BARFO Pricing Assumptions as requested in their BARFO clarification email dated April 18, 2022.

10.1 Slalom's BARFO Pricing document under the heading "Slalom SISS BARFO Assumptions" for Alternative Fuels Safety Workorder and Environmental Permitting Workorder, Vendor Assumption 3 is rewritten and replaced as follows:

The projects are scoped to not include travel.

10.2 Slalom's BARFO Pricing document under the heading "Slalom SISS BARFO Assumptions" for Alternative Fuels Safety Workorder and Environmental Permitting Workorder, new Vendor Assumption 24 is inserted as follows:

Development and deployment efforts will occur in a dedicated Salesforce sandbox and production environments. Configuration and code change updates and the promotion of configuration and code will only be completed by Slalom resources.

10.3 Slalom's BARFO Pricing document under the heading "Slalom SISS BARFO Assumptions" for Alternative Fuels Safety Workorder and Environmental Permitting Workorder, new Vendor Assumption 25 is inserted as follows:

Nonconformities or defects that may be caused by a regularly scheduled Salesforce release will not be covered as part of the warranty. Slalom and RRC will assess impacts and determine if a change order is required to cover the incremental costs and impacts to timeline.

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

SLALOM, LLC

DocuSigned by:
Wei Wang
A320E7878B01444
Wei Wang
Executive Director
5/25/2022
Date of Execution

DocuSigned by:
Lindsay Wenk
2AE072E709F54E
Printed Name Lindsay wenk
Title: General Manager
5/25/2022
Date of Execution

_____RRC use only below this line.

Div. Director: B4, RRC 5/5/2022
5/5/2022
COO: _____

Director of Procurement and Contracts/HUB Coordinator: tl 5/5/2022

OGC: DS 5/5/2022