

**AMENDMENT NO. 1  
MASTER SERVICE AGREEMENT  
CONTRACT NO. 455-18-8453A FOR  
LIVE AUDIO-VISUAL STREAMING SERVICES  
BETWEEN  
RAILROAD COMMISSION OF TEXAS AND  
ADMINMONITOR, INC.**

**THIS AMENDMENT NO. 1** to Contract No. 455-18-8453A (“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 AdminMonitor, Inc. (“Contractor”), located at 2550 South IH 35, Suite 205, Austin, Texas (individually, “Party”; collectively, “Parties”).

**WHEREAS, SECTION 7.06.** of the Contract provides the Parties may amend the Contract through written agreement; and

**WHEREAS,** RRC identified a need to renew the Contract to ensure continuous agency operations supported by and requiring live audio-visual streaming services provided by Contractor; and

**WHEREAS,** on August 6, 2019, the RRC Commissioners approved to increase the not-to-exceed amount of the Contract from ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00) to TWO HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$260,000.00) and to renew the Contract through exercise of the first of two optional renewal terms; and

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

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

- I.** Section **2.01. CONTRACT AWARD.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

This Contract shall be effective as of the date of the last Party’s signature to the original Contract and shall continue through August 31, 2021 (the initial term of the Contract plus the first of two total optional renewal terms) unless terminated earlier as provided in RFP No. 455-18-8453A, Part IV, and/or section **2.02.**

**TERMINATION.**, set forth below.

RRC reserves the right to renew the Contract for one (1) additional, two- (2) year renewal term.

- II.** Section **3.01. CONTRACT LIMIT AND FEES AND EXPENSES.**, is deleted in its entirety and replaced with the following:

**3.01. CONTRACT LIMIT, FEES AND EXPENSES.** The total amount of fees to be paid by RRC to Contractor through the total Contract Term (initial term plus any exercised renewal terms, plus extended terms, if any; collectively “Contract Term”) shall not exceed **TWO HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$260,000.00)**, the total of which includes the addition of ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00), as approved by RRC Commissioners on August 6, 2019, plus the not-to-exceed total Contract amount of ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00), payable through the end of the initial term of the Contract. This Contract not-to-exceed amount may be changed only through written amendment to the Contract, fully executed prior to the expiration of the Contract Term current and existing prior to the Amendment.

**III. Section VII. MISCELLANEOUS PROVISIONS.,** the following subsections are added:

**7.07. PROHIBITION ON CONTRACTING WITH COMPANIES BOYCOTTING ISRAEL.**

In accordance with Texas Government Code §2270.002, Contractor hereby represents and warrants that either (i) it meets an exemption criterion under Texas Government Code §2270.002; or (ii) it does not boycott Israel, and will not boycott Israel during the term of the Contract. Contractor agrees to state any facts that make Contractor exempt from the boycott certification within Contractor’s Proposal.

**7.08. PROHIBITION ON CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS.** Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code §2252.152.

**IV. Section 7.07. EXECUTION SIGNATURES.** is deleted in its entirety and replaced with the following:

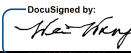
**EXECUTION SIGNATURES.** The Parties agree this Contract and any written amendments thereto necessary for the consummation of the transaction contemplated by the Contract may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in 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 may have electronically executed this Contract; in event the Parties have done so, such electronically executed version 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.


Except as expressly amended above, all provisions of the Contract 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. 1 and then the original Master Service Agreement Contract in accordance with section **1.03. ORDER OF PRECEDENCE.,** therein.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Amendment No. 1 to the Contract to be effective as of the date of the last Party’s signature hereto. By the signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Parties.

**RAILROAD COMMISSION OF TEXAS**

**VENDOR LEGAL NAME**

By:   
Wei Wang,  
Executive Director

By:   
Printed Name: BRAD BENESKI, GENERAL MANAGER/COO  
Title: General Manager

Date of Execution: 8/29/2019

Date of Execution: 8/29/2019

\_\_\_\_\_  
RRC use only below this line.

Div. Director: 

CM COO: 

OGC:  (Approved as to form only)