



**NATURAL GAS MANAGEMENT SYSTEM SERVICES CONTRACT
GLO CONTRACT NO. 21-023-000-C341**

THE GENERAL LAND OFFICE, on behalf of the **SCHOOL LAND BOARD**, and **QUORUM BUSINESS SOLUTIONS (U.S.A.), INC.**, Texas Identification Number 17605712607 (“**Provider**”), each a “**Party**” and collectively “the **Parties**,” enter into the following contract for services (the “**Contract**”) pursuant to applicable provisions of Texas Government Code, Title 10, Subtitles D and F and Natural Resources Code, Title 2, Chapter 31.

I. DEFINITIONS, INTERPRETIVE PROVISIONS, AND PROJECT DESCRIPTION

1.01 DEFINITIONS

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, Code of Federal Regulations and Chapter 321 and Title 10, Subtitles D and F of the Texas Government Code.

“Amendment” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract.

“Attachment” means statements of work (SOWs) and documents, terms, conditions, or additional information attached by the Parties to this Contract after the execution page or incorporated by reference herein.

“Comptroller” means the Texas Comptroller of Public Accounts.

“Contract” means this entire document, its Attachments and Amendments, and documents expressly incorporated by reference herein.

“Deliverables” means a unit or increment of work—including any item, report, data, document, photograph, drawing, process, computer program or code, or other submission—that is required to be delivered, in whatever form, under the terms of this Contract.

“DIR” means the Texas Department of Information Resources.

“General Affirmations” means the terms and conditions in **Attachment A**, attached hereto and incorporated herein for all purposes, that Provider affirms and agrees to by executing this Contract.

“GLO” means the Texas General Land Office, on behalf of the School Land Board, and its officers, employees, and designees, acting in their official capacities.

“GLO Data” has the meaning defined in **Attachment C** hereto.

“HSP” means historically underutilized business subcontracting plan, as described by Chapter 2161 of the Texas Government Code.

“HUB” means historically underutilized business, as defined by Chapter 2161 of the Texas Government Code.

“Mentor Protégé” means the Comptroller’s leadership program found at <https://comptroller.texas.gov/purchasing/vendor/hub/mentor.php>.

“MSLA” means the Master Software License Agreement included as Attachment D to GLO Contract No. 11-200-000-4766.

“Project” means the services described in **Section 1.03** of this Contract.

“Project Manager” means the GLO representative responsible for the day-to-day management of the Project and the direction of GLO staff and independent contractors performing work relating thereto.

“Prompt Pay Act” means Chapter 2251 of the Texas Government Code.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“SLB” means the School Land Board.

“Software Appendices” means the Software Appendices attached hereto as **Attachment E**.

“Solicitation” means GLO Request for Offers No. X0021351-KM (including any attachments and addenda), which is incorporated herein by reference for all purposes in its entirety.

“Solicitation Response” means Provider’s January 8, 2021 response to the Solicitation, hereby incorporated by reference as part of Attachment D.

“Subcontractor” means a person or entity that contracts with Provider to perform part or all of Provider’s obligations under this Contract.

“Travel Regulations” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Provider’s travel expenses, including: Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Travel*, the Comptroller’s travel regulation guidance available on the Comptroller’s website.

1.02 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The word “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract’s terms, and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative, and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any such consent, approval, or waiver.
- (h) Time is of the essence in this Contract.
- (i) If this Contract and any Attachments conflict, such conflicts shall be resolved in the following order of precedence: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment C**; the Contract; **Attachment A**; **Attachment B**; **Attachment C**; the Solicitation; the Solicitation Response; **Attachment E**; **Attachment D**; and the MSLA.

1.03 PROJECT

- (a) Provider shall provide gas management software system services and Deliverables as described in **Attachment D**, **Attachment E**, and **the Solicitation Response** (the “**Project**”).
- (b) Provider must perform the Project in accordance with this Contract and all Attachments, the Solicitation, and the Solicitation Response.

1.04 REPORTING REQUIREMENTS

Provider must timely submit reports during the design and implementation phases as outlined in Solicitation Response in portable document format (.pdf) to GLO Project Manager Robert Hatter via email at Robert.Hatter@GLO.TEXAS.GOV.

II. TERM

2.01 DURATION

This Contract is effective as of the date executed by the last Party (the “**Effective Date**”) and shall terminate on August 31, 2026. Subject to limitations in applicable law, including the General Appropriations Act, the Contract may be extended for up to five additional years, upon mutual written agreement of the Parties. Any Contract extension is contingent upon the continued exemption approval from DIR. The GLO may not extend the Contract beyond the term of the applicable exemption from DIR.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving Provider written notice specifying a termination date at least sixty (60) days after the date of the notice. Upon receipt of a termination notice, Provider must immediately cease work, terminate all subcontracts, and incur no further expense related to this Contract. Early termination shall be subject to the equitable settlement of the Parties’ interests accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

A Party’s failure to comply with a material term of this Contract shall constitute a default. If a Party abandons work or defaults on the Contract, the other Party may immediately terminate the Contract upon notice to the abandoning or defaulting Party if such abandonment or default is not cured by such Party within 30 days after its receipt of notice thereof. Provider will not be considered in any re-solicitation of the services described herein and may not be considered in future solicitations for similar services, unless the specification or scope of work changes significantly. The GLO will determine the period of suspension based on the seriousness of the uncured abandonment or default.

III. CONSIDERATION

3.01 COMPENSATION

The GLO will compensate Provider in accordance with **Attachment D** and the Solicitation Response, in an amount not to exceed **\$1,438,000.00**.

3.02 TRAVEL EXPENSES

- (a) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Provider's performance of this Contract at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.
- (b) Subject to the maximum Contract amount authorized and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are working away from the cities in which they are permanently assigned and conducting business specifically authorized in the scope of services.
- (c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel-expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

3.03 INVOICES

Invoices must:

- (a) be submitted to vendorinvoices@glo.texas.gov
- (b) be supported by documentation (including itemized receipts) that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display GLO Contract Number 21-023-000-C341.**

3.04 PAYMENT

The Prompt Pay Act generally applies to payments to Provider. **However, the Prompt Pay Act does not apply if Provider does not send invoices that comply with this Contract to vendorinvoices@glo.texas.gov.** If Provider does not submit invoices in strict accordance with the instructions in this Contract, payment of invoices may be significantly delayed. The GLO will not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this Contract.

IV. PERFORMANCE, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

- (a) Provider warrants that it will perform all services under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) Provider warrants that all Deliverables it completes and services it performs under this Contract will meet or exceed the standards of Provider's trade, profession, or

industry; meet or exceed the specifications set forth in the Contract; and be fit for ordinary use, of good quality, and with no material defects.

- (c) If Provider submits Deliverables or performs services that do not meet specifications, fails to complete Deliverables or perform services timely, or fails to perform its obligations under this Contract, the GLO may require Provider, at its sole expense, to:
- (i) repair or replace Deliverables or reperform services that do not meet specifications,
 - (ii) refund payment for Deliverables and services that do not meet specifications and accept the return of such Deliverables, and
 - (iii) take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

4.02 GENERAL AFFIRMATIONS

Provider certifies it has reviewed the **General Affirmations** in **Attachment A** and that Provider is in compliance with all applicable requirements contained therein. Provider affirms and agrees to all conditions contained in **Attachment A**.

V. STATE FUNDING

5.01 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Provider for damages under this Contract may not exceed an amount equal to the sum of (i) the balance due and owing on the Contract price, (ii) the amount or fair market value of orders or requests for additional work made by GLO to the extent that the orders or requests for additional work were actually performed, and (iii) any delay or labor-related expense incurred by Provider as a result of an action of or a failure to act by GLO or a party acting under the supervision or control of the GLO, which sum shall be reduced by any amount owed the GLO for work not performed under the Contract or in substantial compliance with its terms. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.02 RECAPTURE OF FUNDS

The GLO may recapture payments, including those for any unapproved expenditures, that it makes to Provider that exceed the maximum allowable rates under the Travel Regulations; are not allowed under applicable laws, rules, or regulations; or are otherwise inconsistent with this Contract. Provider must refund such recaptured payments within 30 days after the GLO issues notice of recapture to Provider.

5.03 OVERPAYMENT

Provider shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider shall reimburse such

disallowed costs from funds other than those that Provider received under this Contract. Provider must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Provider.

VI. OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 INTELLECTUAL PROPERTY

- (a) The GLO shall retain, both during and after the term of this Contract, exclusive ownership of all rights, title, and interest in and to, its intellectual property and Confidential Information that it provides to Provider, including, without limitation, all GLO Data that in any way interacts with the system provided by Provider pursuant to this Contract, whether through hosting, migration, input, use, or any other means. The Provider shall retain, both during and after the term of this Contract, exclusive ownership of all rights, title, and interest in and to, its Intellectual Property.
- (b) For the effective term of this Contract, Provider grants to the GLO a royalty-free, fully paid-up, worldwide, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Provider in or for the performance of services under this Contract (i) solely to the extent necessary to receive the benefit of the services provided under this Contract and the Software (as defined in the MSLA) provided under the MSLA and (ii) subject to all restrictions and limitations applicable to such Software. Provider shall retain sole and exclusive ownership of, and unrestricted right to use, any and all of its Intellectual Property.
- (c) As used herein, “**Intellectual Property**” shall mean: inventions and business processes, whether or not patentable, works of authorship, trade secrets, trademarks, service marks, and industrial designs of Provider or Quorum; the services provided hereunder and the Deliverables (not including any GLO Data or GLO Confidential Information therein); other intellectual property, information, technology and materials incorporated in any Deliverable (not including any GLO Data or GLO Confidential Information) or used or first created or developed by or on behalf of Provider or Quorum in performing services under this Contract; and Derivative Works to or based on any of the foregoing. “**Derivative Work**” means any modification, adaption, enhancement, improvement, revision or derivative work. GLO shall not create (or permit to be created) any Derivative Work based on any Intellectual Property. Notwithstanding the foregoing, GLO hereby assigns to Provider all right, title and interest to each such Derivative Work created by or on behalf of GLO or any of its users.

VII. MISCELLANEOUS PROVISIONS

7.01 INSURANCE

For the duration of this Contract, Provider must acquire and maintain insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance in the type, amount, and form required by **Attachment B** of this Contract, **Required Insurance**. Provider must submit to the GLO certificates of insurance and other documents necessary to establish to the GLO’s satisfaction that Provider carries the types and amounts of insurance specified in this Contract. If the insurance needs changes due to applicable law or the GLO determines any policy does not comply with the terms of this Contract, Provider must secure such additional policies or coverage that the GLO may reasonably request to comply with this Contract or that are required by law or regulation. If coverage

expires during the term of this Contract, Provider must submit renewal certificates to the GLO evidencing continuity of coverage.

7.02 TAXES, WORKERS' COMPENSATION, AND UNEMPLOYMENT INSURANCE

- (a) Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of the Contract (other than sales, use, and similar taxes assessed on the fees payable hereunder ("Taxes"), which shall be paid by GLO, to the extent GLO is required by law to pay such Taxes). Provider must comply with all state and federal laws—including laws regarding wages, taxes, insurance, and workers' compensation—that apply to Provider or its employees. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes (other than Taxes) or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.
- (b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

7.03 LEGAL OBLIGATIONS

For the duration of this Contract, Provider must procure and maintain any license, authorization, insurance policy, waiver, permit, qualification, or certification that a federal, state, county, or city statute, ordinance, law, or regulation requires Provider to hold to provide the goods or services required by this Contract. Provider must pay all taxes, assessments, fees, premiums, permit fees, and license fees required by law. Provider must pay any such government obligations not paid by its Subcontractors during performance of this Contract.

7.04 INDEMNITY

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and their officers, agents, employees, representatives, contractors, assignees, and designees from any liability, actions, claims, demands, damage, or suits and all related costs, attorney fees, and expenses (collectively, "Losses") arising out of, or resulting from any acts or omissions of Provider or its agents, employees, Subcontractors, order fulfillers, or Subcontractors' suppliers in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant

in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to settle any such lawsuit without the concurrence of the Office of the Texas Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

7.05 INTELLECTUAL PROPERTY INFRINGEMENT

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from Provider's infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider shall be liable to pay all costs of defense, including attorney fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to settle any such lawsuit without the concurrence of the GLO and, if applicable, the Office of the Texas Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

7.06 ASSIGNMENT AND SUBCONTRACTS

Provider must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, Provider may subcontract with others for some or all of the services to be performed pursuant to this Contract. In any approved subcontracts, Provider must legally bind such Subcontractor to perform and make such Subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such Subcontractor performing fifteen percent (15%) or more of the work under this Contract. Such notification must include the name and Texas Identification Number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to work on the task.

7.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ PROGRAM

Provider must notify the GLO of HUB Subcontractors performing under this Contract through the submission of an HSP to the GLO for approval. During the term of the Contract, Provider must submit monthly compliance reports (Prime Contractor Progress Assessment Report) to HUB@glo.texas.gov detailing any HUB Subcontractor participation. Provider must submit proposed modifications to its HSP to the GLO for prior approval through an HSP Change Order. Provider may not modify its HSP without the GLO's prior written approval. If Provider modifies its HSP without the GLO's prior written approval, the GLO may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

7.08 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract. Provider is and shall be an independent contractor and, subject only to the terms of

this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

7.09 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Division

Provider

Quorum Business Solutions (U.S.A.), Inc.
811 Main St., Suite 2200
Houston, Texas 77002
Attention: Chief Financial Officer

An email should also be sent to contracts@quorumsoftware.com

Notice given in any other manner shall be deemed effective only upon receipt by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

7.10 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

7.11 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "**Force Majeure**"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration thereof. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if

nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

7.12 ENTIRE CONTRACT AND MODIFICATION

This Contract, its Attachments, its Amendments, and any purchase order issued in conjunction with this Contract and agreed in writing by Provider 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 made in connection with the subject matter hereof. Any additional or conflicting terms in any Attachment, Amendment, or purchase order shall be harmonized with this Contract to the extent possible. Except as provided herein, this Contract may be amended only by a mutual, written agreement executed by authorized representatives of the Parties. Notwithstanding anything to the contrary in the Software Services Contract (GLO Contract No. 11-200-000-4766) between Provider and GLO dated April 7, 2011 (the “**Prior Agreement**”), the Parties hereby agree that notwithstanding any expiration or termination of the Prior Agreement, the MSLA (excepting Section 9.4 of the MSLA and Software Appendices Nos. 1 and 2 attached to the MSLA, which shall not apply to this Contract) shall not terminate and shall continue in full force and effect until termination of the MSLA in accordance with its express terms.

7.13 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Contract.

7.14 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

7.15 GOVERNING LAW, VENUE, AND SOVEREIGN IMMUNITY

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless a specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the GLO. Provider irrevocably waives any objection—including any objection to personal jurisdiction—it has or may have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any related document. **NOTHING IN THE CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR THE STATE OF TEXAS.**

7.16 RECORDS RETENTION

Each Party must retain in its records the Contract and all documents related to the Contract. Unless a longer retention period is specified by applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed, terminates, or expires; or the date when all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.

7.17 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO (each as a receiving Party) shall keep all information, in whatever form provided by the disclosing Party, confidential to the

extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by the disclosing Party; or (c) information that the applicable receiving Party (Provider or the GLO) is otherwise required to keep confidential by this Contract (collectively, “**Confidential Information**”). Provider must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO. Upon any termination or expiration of this Contract, each Party shall return all Confidential Information of the other Party to such other Party (including, in the case of Provider as the returning Party, the GLO Data).

7.18 SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretive provisions; consideration; warranties; General Affirmations; state funding, prohibition on debts created on behalf of the State of Texas and/or the GLO, recapture of state funds, and overpayment of state funds; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership, Intellectual Property, and copyright; records retention requirements; inspection and audit; confidentiality; public records; insurance; taxes; workers’ compensation; unemployment insurance; Provider’s obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Provider or any Subcontractors to provide the goods or services described in this Contract; indemnification and liability; infringement of Intellectual Property rights; assignment and subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; information and data security; and amendment. Terms and conditions that, explicitly or by their nature, evidence the Parties’ intent that they should survive the termination or expiration of this Contract shall so survive.

7.19 INFORMATION AND DATA SECURITY STANDARDS

Provider must comply with all terms specified in the **GLO Information Security Appendix**, attached hereto as **Attachment C**.

7.20 THIRD-PARTY SOFTWARE

The GLO understands that (a) software delivered under this Contract may require certain third-party software to operate and (b) except to the extent Provider provides third-party software to the GLO, the GLO is solely responsible for obtaining the right to use, and Provider will have no responsibility with respect to, any third-party software.

7.21 PUBLIC INFORMATION

The GLO shall post this Contract to the GLO’s website, provided that prior to posting the GLO shall redact all information listed in Texas Government Code section 2261.253(e). Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any “public information” (as such term is defined in Section 552.002 of the Texas Government Code) created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise


excepted from disclosure under the PIA, available to the GLO in portable document file (.pdf) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as “confidential” or a “trade secret,” Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party’s contact information to the above-designated e-mail address.

SIGNATURE PAGE FOLLOWS


**SIGNATURE PAGE FOR GLO CONTRACT NO. 21-023-000-C341
NATURAL GAS MANAGEMENT SERVICES CONTRACT**

GENERAL LAND OFFICE

**QUORUM BUSINESS SOLUTIONS
(U.S.A.), INC.**

DocuSigned by:



Mark A. Havens, Chief Clerk/
Deputy Land Commissioner


DocuSigned by:



Name: Clay Myers
Title: CFO

Date of execution: 8/30/2021


Date of execution: 8/30/2021

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ATTACHED TO THIS CONTRACT:

- ATTACHMENT A – General Affirmations
- ATTACHMENT B – Required Insurance
- ATTACHMENT C – GLO Information Security Appendix
- ATTACHMENT D – Services Description (including Solicitation Response)
- ATTACHMENT E – Software Appendices

INCORPORATED BY REFERENCE:

- SOLICITATION
- SOLICITATION RESPONSE
- MASTER SOFTWARE LICENSE AGREEMENT (SUBJECT TO THE LIMITATIONS IN SEC. 7.12)

ATTACHMENTS FOLLOW

Attachment A

General Affirmations

To the extent they apply, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.
2. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the Family Code, Provider certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application if such business entity is subject to Section 231.006 of the Family Code. If applicable, Provider certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Provider owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative, Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Provider seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Provider in an effort to resolve them. The negotiation must begin no later than the

120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

- c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. Provider represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Provider shall promptly notify the GLO.
13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
16. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.
18. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Provider further represents and warrants that if a former employee of the GLO was employed by Provider within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Provider that the employee worked on while employed by the GLO.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21. [RESERVED]
22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
23. [RESERVED]
24. Provider has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. [RESERVED]

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Provider expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, if Provider is providing an automated information system hereunder, Provider represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities

Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. Provider represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the contract and the Provider agrees that the Contract can be terminated if the Provider knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Provider certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Attachment B

Required Insurance

Generally. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the GLO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract Number.

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior written notice to the

GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

- \$1 Million Errors and Omissions – coverage of \$1,000,000 per occurrence
- Cyber Liability Insurance – Coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Policy must cover Provider and GLO/SLB for claims, losses, liabilities, judgments, settlements, lawsuits, cyber extortion, forensic experts, public relations efforts including notifying affected individuals after a breach of security, regulatory actions, and other costs or damages arising out of its performance under the Contract, including any negligent or otherwise wrongful acts or omissions by the Provider or any of its employees or agents.
- Statutory Workers' Compensation & Employers Liability
 - o \$1 Million Each Accident
 - o \$1 Million Disease Each Employee
 - o \$1 Million Disease Policy Limit

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted to insurance@GLO.TEXAS.GOV
- (b) prominently display "GLO Contract No. 21-023-000-C341." And
- (c) Name the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE



Contract No. *****

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Required form of Insurance	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A :	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	AUTHORIZED REPRESENTATIVE

Attachment C

GLO Information Security Appendix

1. Definitions

“**Breach of Security**” or “**Breach**” means unauthorized acquisition of computerized GLO Data in the possession or control of Provider or its contractors, subcontractors, or affiliates that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“**GLO Data**” means any data or information owned by the GLO, including PII or SPI as defined below, that Provider obtains, accesses (via records, systems, or otherwise) or receives from the GLO (or that is provided to Provider on behalf of the GLO), including such data and information that Provider uses in the course of Contract performance.

“**Personal Identifying Information**” or “**PII**” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code 521.002(1).

“**Sensitive Personal Information**” or “**SPI**” means the information categories listed at Tex. Bus. & Com Code 521.002(2).

2. Security and Privacy Compliance

- 2.1 Provider shall keep all GLO Data received under the Contract strictly confidential.
- 2.2 Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3 Provider shall implement administrative, physical, and technical safeguards designed to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the NIST Cybersecurity Framework. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4 Provider will legally bind any subcontractors to the same requirements stated herein and obligations stipulated in Provider’s contract with the GLO. Provider shall ensure that the requirements stated herein are imposed on any subcontractor of Provider’s subcontractor(s).
- 2.5 Provider will not share GLO Data with any third parties (except (a) Provider’s affiliates and contractors to the extent necessary to perform this Contract and (b) as required by applicable law).
- 2.6 Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Provider or any subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- 3.1 GLO shall retain full ownership of all respective data provided to Provider or to which the Provider otherwise gains access by operation of the Contract.
- 3.2 Upon termination of the Contract, Provider shall promptly return to the GLO all GLO Data possessed by Provider and its agents or subcontractors. Provider shall retain no copies or

back-up records of GLO Data. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data to the purposes that make the return of GLO Data infeasible. In lieu of the requirements in this Section 3.2, the GLO may direct Provider to destroy any GLO Data in Provider's possession. Any such destruction shall be verified by Provider and the GLO.

4. Data Mining

- 4.1 Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2 Provider agrees to take reasonable physical, technical, administrative, and procedural measures designed to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

- 5.1 Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.
- 5.2 Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible, but in no event longer than 24 hours, upon discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report to the GLO with root cause analysis including the total number of records of GLO Data affected.
- 5.3 The initial notification and report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4 Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and reasonable steps designed to prevent any further Breach of Security.
- 5.5 Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent.
- 5.6 If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, and was caused by Provider, Provider's contractors, subcontractors, or affiliates, or a failure of any of Provider's safeguards designed to protect GLO Data, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Provider's compliance with this Attachment, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate, and ensure its contractors, subcontractors, and affiliates fully cooperate, with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data (but only in a manner that does not breach any of Provider's confidentiality obligations to third parties). In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO

approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review, is included in any subcontract it awards.

- 6.2 At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.

Attachment D**Services Description (including Solicitation Response)**

Capitalized terms not otherwise defined in this Attachment D shall have the respective meanings ascribed to them in the Contract. The Solicitation Response is hereby incorporated into and made part of this Attachment D.

1. Services	<p>Provider will provide business and technical implementation services as described in this Attachment D (including the Solicitation Response) (“Services”) required to deploy the following software programs listed below (collectively, “Software”):</p> <ul style="list-style-type: none"> • Quorum Gas Marketing (QGM) • Quorum Contract Management (QCM) • Quorum Query Module (QQM) for QGM and QCM
2. Definitions and Assumptions	<p>“In-Scope” refers to all Services and Deliverables referenced in this Attachment D, unless specifically identified as “Out-of-Scope.”</p> <p>“Out-of-Scope” refers to services and deliverables not included in this Attachment D.</p> <p>“Project Assumptions” are set forth in <u>Appendix A – Project Assumptions</u> attached hereto and hereby incorporated into the Contract (the “Project Assumptions”). Provider will provide, and has based its fees on satisfying, the In-Scope Services as described in the Project Assumptions. Any additional scope or system gaps not listed shall be deemed Out-of-Scope. If a new, required scope item is discovered, Provider will document the requirement, estimate and present the scope impact of addressing the new requirement to GLO, and if approved by GLO through the change control process set forth below, include it in the revised In-Scope Services.</p> <p>“Go-Live” refers to the date on which GLO uses the software programs specified in Software Appendix No. 3 to the MSLA (“SA 3”) in a production environment.</p> <p>Further assumptions about the project scope, work plan and timeline are defined within the Project Assumptions.</p>
3. Other Restrictions	<p>The Deliverables provided under this Attachment D are subject to the same restrictions that are set forth in SA 3.</p>
4. Provider Deliverables	<p>Provider shall:</p> <p>Produce the following Services and Deliverables upon completion of the project:</p>

	<p>Services:</p> <ul style="list-style-type: none"> • Project Management • Configure Application for GLO Business • Conversion of Master Data, Market Prices, Contracts, Deals • Analysis / Requirements Gathering • Design for Invoice Report and Deal Conf. Report • Invoice Report and Deal Conf. Report Changes • Design for Exports: Invoice and THG Energy Mgmt. • Invoice Export and THG Energy Mgmt. Export • Training (Contracts / Deal Mgmt. / Market Data Mgmt.) • Assist in Testing (Contracts / Deal Mgmt. / Market Data Mgmt.) • Training (Position & Risk Mgmt. / Gas Logistics / Gas Accounting) • User Acceptance Testing • Cutover • Transition to Support <p>Deliverables</p> <ul style="list-style-type: none"> • Gap Analysis • Configuration Plan • Requirements for Invoice Report and Deal Conf. Report • Requirements for Invoice export and THG Energy Mgmt. portal export • Training Plan • Training Materials for End Users and Administrators • User Acceptance Testing Plan • Data Migration Plan • Data Migration Results Summary • Support Transition Document • Project Status Reports • Training (Position & Risk Mgmt. / Gas Logistics / Gas Accounting) • User Acceptance Testing • Cutover • Transition to Support <p>Any services or deliverables not expressly set forth in this Attachment D will be Out-of-Scope.</p>
<p>5. Deliverables</p>	<p>GLO shall:</p> <p>Produce the following deliverables upon completion of the project:</p>

	<ul style="list-style-type: none"> • Provide requested access to GLO subject matter experts and team members who will be responsible for answering Provider questions related to assets being implemented. • GLO participation in user training; GLO or a GLO representative will coordinate the training logistics. • GLO will participate in a User Acceptance Test to accept the Software prior to Go Live. • GLO will provide test cases, which will be used to accept the Software. <p>Provide sign off or feedback on all Provider deliverables as quickly as commercially practicable but in all cases within five business days of receipt.</p> <p>GLO will provide required deliverables in satisfaction of the project schedule. Deviations from the established schedule may result in increased project scope and effort.</p>
6. Acceptance Criteria	GLO and Provider each will mutually agree to acceptance and completion criteria in the first 4 weeks of the project.
7. Change Control	Any change or addition to the Deliverables described in this Attachment D will constitute a scope change. Any deviation from the established and agreed-to Deliverables or project schedule as set forth in this Attachment D will be documented by Provider's project manager and will be provided to GLO's project manager for approval. Provider will adhere to GLO protocols for the submission and processing of such requests for approval. All such documentation will be incorporated into the project documentation inventory, whether such deviation is approved or declined. In the event a deviation is incorporated into the project, Provider and GLO project managers will update the project plan and associated budgets and milestones and publish the revised schedule to the team constituents, including without limitation the executive sponsors.
8. Affiliates	The Deliverables may be used only by the Affiliates described in SA 3.
9. Schedule	Services are estimated to last approximately 16 weeks.
10. Work Environment	GLO will supply Provider with (a) workspace for Provider personnel designated by Provider to work on GLO's premises to perform the Services, and (b) network connectivity with required software and a high-speed data connection for all such personnel. GLO will provide remote connectivity as required by Provider. Such remote connectivity will provide access to the Software and the Deliverables and any other access as required from time to time by Provider in the provision of the

	Services. GLO will assume any costs related to GLO's compliance with the requirements of this Section 10.
11. Fees	<p>Provider will perform the Services on a time and materials basis at the rate of \$180 per hour. Provider and GLO estimate that the total effort required by Provider will be 1,120 hours. This estimate is based on available information and will be refined during the first 4 weeks of the Services.</p> <p>Out-of-Scope services will be provided to GLO on a time and materials basis at a rate of \$250 per hour.</p> <p>Provider will invoice GLO for any time and materials fees and associated travel expenses incurred on a monthly basis.</p> <p>All fees set forth in this Attachment D shall be paid in accordance with Texas Government Code Chapter 2251, after GLO's receipt of the applicable invoice.</p>
12. Invoice Information	Provider shall email all invoices to vendorinvoices@glo.texas.gov
13. Invoice Processing Requirements	<p>Provider shall email all invoices to vendorinvoices@glo.texas.gov. Invoices must reference GLO Contract No. 21-023-000-C341.</p> <p>If GLO modifies the aforementioned invoice process, GLO shall notify Provider in writing 60 days prior to the effective date of such change.</p>
14. PO Requirements	<p>A PO is not required for this Contract.</p> <p>If GLO requires a PO for invoicing, then GLO will provide Provider with the required PO number within ten business days of September 1, 2021. GLO shall send the required PO number to accounting@quorumsoftware.com.</p>
15. Provider Billing Contact	Clay Myers 713-430-8901
16. Provider Contact for Services	<p>Roy Queener Quorum Business Solutions 811 Main, Suite 2200 Houston, TX 77002 Roy.Queener@quorumsoftware.com 713-430-8600</p>

APPENDIX A

PROJECT ASSUMPTIONS

General Assumptions – Software and Hosting

- Software subscription fees will commence as of September 1, 2021.
- QCloud hosting includes up to 6 named users.

Project Assumptions

- Project Services are estimated based on Provider's current understanding of the GLO's requirements and project expectations.
- This project proposal assumes a 4 month project duration.
- GLO is responsible for providing test cases.
- No custom reports are included.
- No custom integration is included (exports will be configured with product's import/export tool).
- All setup will be done in the "gold" environment that will become production at Go-Live (i.e. no data conversion at cutover).
- In-application reporting and tools will be leveraged. Other than changes to 2 reports (the Invoice Report and the Deal Confirmation Report), no additional reporting is included in this estimate.
- No enhancements are required and so are not included.
- Dedicated testing and tie-out support is included in the estimate.
- Post Go-Live accounting assistance can be included as an option if needed, but is not included in the scope of these estimates.
- Qcloud Client so setup of dev, test, and production is included in hosted costs.

SOFTWARE APPENDIX NO. 3

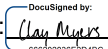
This Software Appendix No. 3 (this “**Software Appendix**”), dated as of August 30, 2021 (“**Appendix Effective Date**”), is governed by, incorporated into and made a part of that certain Master Software License Agreement (the “**Agreement**”) dated March 3, 2011, by and between Quorum Business Solutions, Inc. (“**Licensor**”) and the Texas General Land Office (“**Company**”). This Software Appendix is solely between Licensor and Company. Capitalized terms not otherwise defined in this Software Appendix shall have the meanings ascribed to them in the Agreement.

1. Software	<p>For purposes of this Software Appendix, “Software” shall mean the following software programs:</p> <ul style="list-style-type: none"> (a) Quorum Gas Marketing (QGM) (b) Quorum Contract Management (QCM) (c) Quorum Query Module (QQM) for QGM and QCM <p>The term of this Software Appendix commences as of September 1, 2021 (the “Start Date”). The parties hereby agree that effective as of the Start Date (and notwithstanding anything to the contrary in Software Appendix No. 1 to the Agreement dated March 3, 2011), such Software Appendix No. 1 is hereby terminated.</p>
2. Restrictions (a) <i>Physical Assets</i> (b) <i>Users</i> (c) <i>Other Restrictions</i>	<p>The Software may be used without physical assets restrictions.</p> <p>Use of the Software is limited to the following number of users:</p> <ul style="list-style-type: none"> (i) The maximum number of concurrent users permitted to access QGM for Quorum Gas Marketing (QGM) is 6. (ii) The maximum number of users permitted to access QGM is 6. <p>Quorum Contract Management is limited to managing marketing contracts as required for the Gas Marketing business.</p>
3. Affiliates	The Software may be used only by Company’s wholly-owned subsidiaries.
4. License Fees	<p>License fees for the Software specified above shall be \$19,000 per month plus applicable sales tax for State of Texas Fiscal Year 2022 (Sep. 1, 2021 through Aug. 31, 2022) and shall increase to \$21,000 per month for the remainder of the Initial Term (as defined below).</p> <p>License fees will be invoiced (a) for the first month, on or before the Start Date, and (b) on the first of the month for each subsequent month.</p> <p>License fees are due 30 days after the date of invoice.</p> <p>The initial term of this Software Appendix (including the license term applicable to the Software) is five (5) years from the Start Date (“Initial Term”). Thereafter, Licensor and Company may, upon mutual written agreement, renew this Software Appendix for renewal terms totaling up to 5 additional years (ending no later than Aug. 31, 2031) (each a “Renewal Term”) (and Company will be obligated to pay the license fees for Software for the Renewal Term in accordance with this Software Appendix). Company may not use any licensed materials prior to the Start Date. License fees for the Renewal Term shall be \$23,100 per month plus applicable sales tax.</p>
5. Other	N/A
6. Invoice Information	Licensor shall email all invoices to vendorinvoices@glo.texas.gov


7. Invoice Processing Requirements	Licensors shall email all invoices to vendorinvoices@glo.texas.gov . Invoices must reference GLO Contract No. 21-023-000-C341. If Company modifies the aforementioned invoice process, Company shall notify Licensor in writing 60 days prior to effective date of such change.
8. PO Requirements	A PO is not required for this Software Appendix. If Company requires a PO for invoicing, then Company will provide Licensor with required PO number within ten business days of execution of this Software Appendix. Company shall send required PO number to accounting@quorumsoftware.com
9. Licensor Billing Contact	Clay Myers 713-430-8901

Each party has executed and delivered this Software Appendix on the date set forth below its name with the understanding that this Software Appendix shall be effective as of the Appendix Effective Date.

QUORUM BUSINESS SOLUTIONS, INC.

By: 
DocuSigned by: Clay Myers
 Name: Clay Myers
 Title: CFO
 Date: 8/30/2021

TEXAS GENERAL LAND OFFICE

By: 
DocuSigned by: Mark A. Havens
 Name: Mark A. Havens
 Title: Chief Clerk / Deputy Land Commissioner
 Date: 8/30/2021

SOFTWARE APPENDIX NO. 4

This Software Appendix No. 4 (this “**Software Appendix**”), dated as of August 30, 2021 (“**Appendix Effective Date**”), is governed by, incorporated into and made a part of that certain Master Software License Agreement (the “**Agreement**”) dated March 3, 2011, by and between Quorum Business Solutions, Inc. (“**Licensor**”) and the Texas General Land Office (“**Company**”). This Software Appendix is solely between Licensor and Company. Capitalized terms not otherwise defined in this Software Appendix shall have the meanings ascribed to them in the Agreement.

1. Software	<p>For purposes of this Software Appendix, “Software” shall mean releases to the following software programs:</p> <ul style="list-style-type: none"> (a) Quorum Gas Marketing (QGM) (b) Quorum Contract Management (QCM) (c) Quorum Query Module (“QQM”) for QGM and QCM <p>This Software Appendix entitles Company to participate in the myQuorum 365 Maintenance program (“myQuorum”), as described in Section 3 (Scope) below for such new releases.</p> <p>The parties hereby agree that effective as of the Start Date (as defined in Software Appendix No. 3 to the Agreement) (and notwithstanding anything to the contrary in Software Appendix No. 1 to the Agreement dated March 3, 2011 or Software Appendix No. 2 to the Agreement dated March 3, 2011), such Software Appendix No. 2 is hereby terminated.</p>
2. Assumptions	<p>All services provided hereunder cover “standard” components of the Software that have not been modified by Company or a third party (“standard” components are those Software components which are common to all of Licensor’s customers).</p>
3. Scope	<p>myQuorum includes the following:</p> <ul style="list-style-type: none"> • myQuorum platform releases of, applicable user interface enhancements, and improvements to the underlying run-time engine (per licensed source application listed in the Software section above). • Access to online help for the Software listed above. • Technical upgrade services: <ul style="list-style-type: none"> ○ Software packaging to include upgrade of core application code, reports, metadata and database objects for the Software listed above. ○ Release packaging and deployment to a single project environment. ○ System/QA testing against the Software requirements specification for the release (core product test cases) in Quorum test environment. <p>Discretionary services such as user training on new release features, configuration assistance for new release features, hardware configuration services and any additional deployment assistance and user acceptance testing support or post Go-Live (as defined below) support may be provided under a separate statement of work under the Software Services Contract between Quorum Business Solutions (U.S.A.), Inc. and Company (the “SSC”) on a time and materials basis.</p> <p>Use of myQuorum is limited according to Sections 5 (Restrictions) and 9 (Server Location) below.</p>
4. Key Services and Deliverables	<p>Licensor will provide Company with “In-Scope” and “Out-of-Scope” product and technical support services, and Company will accept such services, as detailed below and in <u>Attachment A</u> to this Software Appendix (collectively, the “Support Services”).</p>


	<p>For clarity, with respect to new versions of the Software, “In-Scope” services include without limitation:</p> <ul style="list-style-type: none"> (a) diagnosing and resolving issues in the core Software functionality currently configured and in use by Company; and (b) providing any updates to Documentation and release notes as applicable. <p>For clarity, with respect to new versions of the Software, “Out-of-Scope” services include without limitation:</p> <ul style="list-style-type: none"> (a) adding new or modifying existing functionality in the Software; (b) installing Software updates into all Company environments, which may be requested by Company and provided by Licensor under a statement of work under the SSC; (c) formal training on functionality that exists in the Software, whether initially implemented or not; (d) configuration and data set up issues or assistance related to functionality that exists in the Software but is not previously utilized; (e) diagnosing and resolving issues already addressed by a Software update that was made available to Company by Licensor but was not implemented by Company; and (f) unless the Software is hosted by Licensor or its affiliates, the maintenance or monitoring of hardware or databases.
5. Restrictions	Licensing and usage restrictions under this Software Appendix shall be co-extensive with the licensing and usage restrictions applicable to the underlying Software.
6. Documentation	Documentation to be provided in the form of standard product release notes and/or user guides for new or changed functionality.
7. Affiliates	The Software and deliverables provided hereunder may be used only by the Company and its Affiliates, as defined in Software Appendix No. 3 to the Agreement.
8. Fees	<p>Fees for the In-Scope Support Services described in <u>Attachment A</u> to this Software Appendix and for myQuorum are included as part of the annual subscription fee under the “License Fees” section of Software Appendix No. 3 to the Agreement.</p> <p>Out-of-Scope Support Services described in <u>Attachment A</u> to this Software Appendix will be provided on a time and materials basis at a rate of \$250 per hour.</p> <p>Out-of-Scope Support Services described in <u>Attachment A</u> to this Software Appendix and any associated, approved expenses will be invoiced on a monthly basis as they are incurred.</p> <p>License Term The term of myQuorum (the “myQuorum Term”) shall commence when the Software set forth in Section 1 (Software) above is first used in a production environment (“Go-Live”) under Software Appendix No. 3 to the Agreement and shall continue through the end of the Initial Term (as defined in such Software Appendix No. 3). Thereafter, the myQuorum Term will be co-extensive with the license term for the Software listed above (as set forth in such Software Appendix No. 3).</p> <p>Services Term The term of Support Services (other than myQuorum) (the “Support Term”) shall commence as of Go-Live and shall continue through the end of the Initial Term (as defined in Software Appendix No. 3 to the Agreement). Thereafter, the Support Term</p>

	<p>will be co-extensive with the license term for the Software listed above (as set forth in such Software Appendix No. 3).</p> <p>This Software Appendix shall automatically terminate upon the last date of termination of Software Appendix No. 3 to the Agreement.</p>
9. Server Location	No server specified. Unless the Software is hosted by Licensor or its affiliates, Licensor acknowledges that Company may install Software on multiple servers for testing, development, failover or similar purposes.
10. Company Location	<p>Support Services will primarily be provided from Licensor's offices. Company will provide Licensor open access to Company data that is reasonably necessary for Licensor to provide Support Services remotely. This access shall include direct access from Licensor's offices, via hardware VPN utilizing a T1 connection, to production (read only), test (complete update privileges), and development (complete update privileges) environments at all times. Company will provide all software and hardware to accommodate such access. Licensor may make use of Company data in anonymized form for Licensor's internal purposes in order to improve its products and services.</p> <p>For Support Services provided by Licensor on Company's premises, Company will, to the extent requested by Licensor, supply workspace for Licensor personnel that includes phones, printers, and network connectivity with required third party software. Such workspace shall be in close proximity to Company's personnel. Such workspace may be required by Licensor only to the extent Support Services cannot reasonably be performed remotely.</p>
11. Required or Desirable Third-Party Software	Any required or desirable third-party software will be communicated by Licensor to Company for the applicable major release version or provided to Company via the release Documentation.
12. Other	N/A
13. Invoice Information	Licensor shall email all invoices to vendorinvoices@glo.texas.gov
14. Invoice Processing Requirements	<p>Licensor shall email all invoices to vendorinvoices@glo.texas.gov. Invoices must reference GLO Contract No. 21-023-000-C341.</p> <p>If Company modifies the aforementioned invoice process, Company shall notify Licensor in writing 60 days prior to effective date of such change.</p>
15. PO Requirements	<p>A PO is not required for this Software Appendix.</p> <p>If Company requires a PO for invoicing, then Company will provide Licensor with required PO number within ten business days of execution of this Software Appendix. Company shall send required PO number to accounting@quorumsoftware.com</p>
16. Licensor Billing Contact	Clay Myers 713-430-8901


*Remainder of Page Intentionally Left Blank
Signature Page to Follow*

Each party has executed and delivered this Software Appendix on the date set forth below its name with the understanding that this Software Appendix shall be effective as of the Appendix Effective Date.

QUORUM BUSINESS SOLUTIONS, INC.

By: 
Name: Clay Myers
Title: CFO
Date: 8/30/2021

GENERAL LAND OFFICE

By: 
Name: Mark A. Havens
Title: Chief Clerk / Deputy Land Commissioner
Date: 8/30/2021

ATTACHMENT A – PRIMARY SUPPORT DEFINITION

Definition of In-Scope Support Services and Out-of-Scope Support Services – All Company requests for services will be categorized as In-Scope Support Services or Out-of-Scope Support Services using the following guidelines. Service requests will be governed by the financial structure defined in the Fees section of this Software Appendix.

Support Category	In Scope	Out of Scope
New Business	Explanation on functionality within the Software for functions that were originally implemented by Licensor and for which users received training from Licensor (e.g., 15-minute phone calls with users)	Developing enhancements (including without limitation new reports, screens, processes and business rules) for existing or new assets.
		Assisting in setting up Company data
Application Errors*	Corrections to base Software functionality that (i) is currently utilized by Company as authorized by the Agreement (e.g., reports, screens, interfaces, or processes), and (ii) does not work substantially in accordance with user help Documentation or does not substantially conform to any project design mutually agreed by Company and Licensor in writing.	Correction to any functionality (Crystal reports, interfaces, configurations, QQM reports), core or otherwise, modified by anyone other than Quorum.
	Compatibility issues that are the result of environmental changes authorized by Licensor in writing. Such issues must exist between the changed component and Software irrespective of other environment conditions.	All other issues that are the result of environmental changes, including without limitation hardware changes, operating system changes, database changes, and changes to other third party software. Time for root cause analysis.
Production Support	Typical guidance on Software functionality, such as brief phone calls (i.e., less than 15 minutes) to explain common screen operations related to existing or proposed deployments within Company's application environment(s) for Software functions that were originally implemented by Licensor and for which users received training from Licensor.	Preparation for and providing any type of training (classroom, Webex, onsite)
		Data pulls for historical purposes related to lawsuits, audits or other activities.
		Data scripts to clean up bad data not a result of code issues
Company Hardware/Network/Database/PC Support	None.	Maintenance, monitoring, or resolving of issues on Company hardware.
		Database backups and archival, instance refreshes, index and table rebuilds, database growth and performance monitoring on Company hardware.
Interfaces*	Changes due to releases that impact existing interfaces developed by Licensor.	Changes due to third party software or other business requirements introduced by Company other than at Licensor's written direction.
Documentation	None.	Additions to Documentation.
Builds	Software updates as needed and generally released to resolve bugs in the Software	Software updates related to Out of Scope Support Services

Third Party Software / Hardware Upgrades		Changes due to third party software or hardware not authorized by Licensor in writing.
Performance Tuning	To be negotiated on a case by case basis.	Monitoring, analysis, and tuning of hardware and/or application for performance.

* Any Software functionality (interfaces, reports, etc.) not developed by Licensor will not be considered In-Scope.

Categorization of the Service Request - If Licensor reasonably believes a request for Support Services (a “**Service Request**”) to be In-Scope, Support Services may begin without a specific notification being made to Company. If, after researching the Service Request, Licensor believes that the Service Request is Out-of-Scope, Licensor will stop Support Services with respect to the Service Request and notify Company. Licensor will then provide an estimate to complete the Service Request or request additional hours to complete the estimate. If Company and Licensor disagree on the Out-of-Scope assessment, both parties agree to work in good faith to resolve the disagreement.

Estimates will in no case be construed or treated as quotes or a fixed bid, and Company will be responsible for all hours worked on any Service Request from the time that authorization is given against an estimate until either the Service Request is complete or Company notifies Licensor that such Support Services should be stopped.

Licensor will treat all Service Requests entered with an Emergency priority as approved to work without requiring additional authorization. Company will be responsible for all hours worked on any Emergency Out-of-Scope Service Requests.

Severity of Service Request - The following characteristics are used to identify the severity of any Service Request as it relates to the Software covered by this Software Appendix:

- Emergency – An issue that causes complete loss of use of the Software and cannot reasonably continue (i.e., critical functionality not available and/or Software crashes repeatedly).
- High – An error or incorrect behavior causing loss of use of the Software and no acceptable workaround is available; however, operations can continue in a restricted or scaled-back manner.
- Medium – An issue that causes minimal loss of use of the Software or functionality and the impact of the problem is minor or an inconvenience.
- Low – An issue that does not cause loss of use of the Software (mostly an inconvenience, such as cosmetic issues, sort options, etc.).

Company will recommend an initial priority of a Service Request. If Company and Licensor disagree on the initial priority of a Service Request, both parties agree to work in good faith to resolve the disagreement.

Response Times – Licensor’s response time to a Service Request will be determined based upon severity of the Service Request, as outlined in the following table. A response to a Service Request is an acknowledgement by Licensor that the request has been received and logged in Licensor’s Service Request tracking system.

Emergency	High
Within 2 hours during normal business hours (M-F 9AM to 6PM Central Time US and Canada) and within 8 hours after normal business hours.	Within 6 hours during normal business hours or the next business day if requested after normal business hours.

SOFTWARE APPENDIX NO. 5

This Software Appendix No. 5 (this “**Software Appendix**”), dated as of August 30, 2021 (the “**Appendix Effective Date**”), is governed by, incorporated into and made a part of that certain Master Software License Agreement (the “**Agreement**”) dated March 3, 2011, by and between Quorum Business Solutions, Inc. (“**Licensor**”) and the Texas General Land Office (“**Company**”). This Software Appendix is solely between Licensor and Company. Capitalized terms not otherwise defined in this Software Appendix shall have the meanings ascribed to them in the Agreement.

Services:	<p>Licensor to provide hardware servers, third-party software, and computing environment necessary for accessing and using Software via the internet using Citrix interface software. The following Quorum applications are made available to the Company through the Quorum hosted computing environment:</p> <ul style="list-style-type: none"> • Quorum Gas Marketing (QGM) • Quorum Contract Management (QCM) • Quorum Query Module (“QQM”) for QGM and QCM <p>Collectively referred to as “Hosted Software.”</p>
Deliverables:	<p>Full server environment hosting for the Hosted Software.</p> <p>The “Hosted Environment” includes:</p> <ul style="list-style-type: none"> • Compute and Network infrastructure for the Hosted Software <ul style="list-style-type: none"> ○ One (1) Production environment with sufficient compute and network resources for storing, processing and supporting the number of users and other agreed environment-sizing metrics of the Company, as detailed in the Fees section below ○ One (1) Test environment for the sole purpose of functionality testing (e.g. not for performance testing). Test environment will be virtualized on separate host box so performance cannot be guaranteed. • Remote user access to Hosted Software via the internet using desktop virtualization software (e.g. Citrix) • Hypervisor and Operating System Software • Database Management System(s) (DBMS) • sFTP services • Imports and Exports via sFTP via the Hosted Software • SMTP/eMail services via the Hosted Software • File shares and document management via the Hosted Software • Available application services • Reports are delivered via email where possible; however, printing via the desktop virtualization software may be available for selected printer models <p>The following assumptions apply regarding Hosting Services:</p> <ul style="list-style-type: none"> • Support and Maintenance for the Hosted Environment • Support, Maintenance and Performance Tuning of Database Instance(s) for the Application • Perform database, system and file backups: Backup of the Company’s data will be performed as follows: <ul style="list-style-type: none"> ○ Daily SAN replication to DR location ○ Weekly full backups to disk ○ Daily incremental backups to disk <p>Backups are retained:</p> <ul style="list-style-type: none"> ○ Local disk backups retained one (1) week ○ Data retained onsite for one (1) week ○ Data is retained offsite for (a) a rolling weekly backup for one (1) week, (b) a rolling four (4) quarterly backups, and (c) a rolling (1) annual backup.

	<ul style="list-style-type: none"> • Perform server restoration / recovery in the case of an outage or full disaster recovery for the Production environment: <ul style="list-style-type: none"> ○ Server restoration will require 12 hours for failure recovery, and two business days for complete disaster recovery ○ Recovery of databases will be based on previous day backup as of midnight ○ Recovery for other data will be from the previous day backup as of midnight • Licensor will provide a reasonable data-archiving configuration within the Hosted Software, which may include archiving of infrequently used historical data to enhance the performance of the Hosted Software • Compute, Network and Database monitoring, capacity management and security management. • Provide support to operational items including Portal Access and security related issues • Deploy regularly scheduled software updates and patches for the Hosted Software in accordance with the Support and Project Statements of Work. For application update deployments, data changes, and for production emergencies (i.e. critical severity incidents), support is provided on a 24x7 basis • Maintain and keep support agreements in place for third-party software needed to use the most recent version of the Hosted Software <p>Upon Company request, Licensor shall provide the most recent annual Service Organization Controls SOC 1 Type 2 report. Such reports may be supported by co-location providers and bridge letters, as applicable. Licensor's annual audits exclude internal and/or external audits (for example, Sarbanes-Oxley audits).</p>
Restrictions:	<p>Restrictions on access and use of the Hosted Software will be co-extensive with the restrictions on access and use of the related Software under Software Appendix No. 3 to the Agreement (and future Software Appendices between the parties which may amend the scope).</p> <p>Use of the Hosted Environment provided by Licensor is at the Company's sole risk and the sole remedy for the loss of use of the Hosted Environment shall be as set out in the Uptime Assurance section.</p>
Required or Desirable Third Party Software:	<p>Company will need Google Chrome or Edge on Company computers to access Citrix web site (compatible web browser subject to change from time to time; Licensor's recommendation as of the date of this Software Appendix is Chrome). Company will need to purchase Microsoft 365 Business Standard if Company intends to use tools like Microsoft Excel in conjunction with Software.</p>
Term and Termination:	<p>The term of this Software Appendix will commence on the Start Date (as defined in Software Appendix No. 3 to the Agreement) and shall continue for the duration of the Initial Term, as defined in such Software Appendix No. 3. Thereafter, this Software Appendix shall be coterminous with the term of the underlying Software (as set forth in such Software Appendix No. 3).</p> <p><i>Termination of Hosted Software License.</i> This Software Appendix shall automatically terminate in the event of any termination or expiration of (i) Software Appendix No. 3 to the Agreement or (ii) the Agreement.</p>
Servers:	<p>The Hosted Software will be hosted by or on behalf of Licensor.</p>
Normal ASP Support Hours:	<p>Environment support is provided 24 x 7.</p> <p>Deployment of application and customer data updates:</p> <ul style="list-style-type: none"> • Production emergencies – 24 x 7 • All others as planned and scheduled

	<p>Licensor will provide infrastructure and technology services support for Company requests for access / security related issues:</p> <ul style="list-style-type: none"> • Infrastructure support will be available 7AM till 7PM Central Monday – Friday except for recognized US holidays <p>Holiday, weekend and off-hour support will require that Company request these services, in writing, at least 2 business days in advance.</p>
<p>Fees:</p>	<p>The fees for in-scope Software hosting services described herein to the Company are included in the license fee listed in Software Appendix No. 3 to the Agreement.</p> <p>Up to 6 users of Company are authorized to access and use the Hosted Software for the monthly fees set forth above, subject to the Restrictions. Additional users may be added for an incremental monthly fee of \$250 for 5 users. Read-only users may be added for a monthly fee of \$50 per user.</p> <p>Data storage provided includes up to 700 gigabytes. Quantities above 700 gigabytes will be handled on a request basis.</p> <p>Data Transfer “into” and “out” refer to transfer of data into and out of the Quorum cloud hosting environment(s).</p> <p>There will be no limit or charge for data transfers <i>into</i> the Quorum cloud hosting environment provided that these transfers are commercially reasonable for standard business use and functions of the Quorum applications being hosted.</p> <p>A total monthly aggregate allocation of data transfer <i>out</i> is provided as part of the base license fee. This monthly aggregate amount is equivalent to the higher of (the base edit users or active users for the month) multiplied by 4 gigabytes. Additional increments of transfer-out data will be billed at \$0.25 per GB per month.</p> <p>The Licensor shall submit a monthly invoice to the Company for any out scope support fees. The Company shall pay any invoices within thirty (30) days from date of each such invoice.</p>
<p>Uptime Assurance</p>	<p>The Company has a non-exclusive, non-transferable, and indivisible license to access via the Licensor’s Hosted Environment the Hosted Software listed above. The Company shall be responsible for acquiring all computers, Internet access, and software programs necessary to access the Hosted Environment.</p> <p>As part of the services provided hereunder, the Licensor will provide the Company with the ability to remotely access the production instance of the Hosted Software through the Hosted Environment no less than 99% of the time in any calendar month, notwithstanding the exceptions listed below to the Uptime Assurance.</p> <p>If Licensor is notified by Company that such access falls below Ninety-Nine (99%) percent during any given calendar month within thirty (30) days of such interruption to the availability (a “Credit Notification”), Licensor will credit Company a prorated credit of the monthly hosting fees. The prorated credit or fee relief will be equal to the prorated hosting fee based on a 30 day month, being charged per hour for each hour of a day of the system being unavailable less than the stated availability, which credit shall not exceed the monthly fees for a given month’s Hosting services (“Maximum Credits”). For the purpose of calculating Maximum Credits, the monthly value of the Hosting Services shall be set to 20% of the annualized software license fee, divided by 12.</p> <p>Provided the Credit Notification is received by Licensor prior to preparation and sending of an invoice, this credit shall appear on the invoice immediately following</p>


	<p>Licensor's receipt of the Credit Notification and any such credit above the amount of said invoice shall be applied to future invoices until fully applied. Such credit shall be Company's sole and exclusive compensation for any downtime or other unavailability of the Hosted Environment. Licensor shall have no liability of any kind for any damages or loss arising because of such downtime or unavailability.</p> <p>The foregoing Uptime Assurance shall not apply to delays, losses, outages, errors or other performance problems that Company may experience that are (a) caused by or result from any acts or omissions of Company including, without limitation delays, losses, outages, errors or other performance problems caused by or result from any defects with the Company's equipment or technology; (b) during an event of force majeure; (c) during emergency maintenance for which Licensor is required to perform emergency corrective actions; (d) during scheduled maintenance; (e) caused by telecommunication company service disruptions, third-party software defects such as vendor unsupported infrastructure components; (f) software compatible with the Hosted Software version used by Company after the Company has rejected upgrades to later version of the Hosted Software, or (g) any events or circumstances beyond the reasonable control of the Licensor. Licensor will use best efforts to perform any scheduled maintenance after hours.</p>
Hosted Environment Maintenance Tasks (In and Out of Scope)	<p>Hosted Environment maintenance task responsibilities are defined as follows:</p> <ul style="list-style-type: none"> • Licensor will maintain and keep support agreements in place for third-party software needed to use the Quorum Software applications • Licensor will provide regularly-scheduled builds and patches in accordance with Attachment B to the SSC (as defined in Software Appendix No. 4 to the Agreement) • Company may request administrative user identification and password maintenance and Licensor will process changes within two days from the request • Company will maintain user profiles and security settings within the application software • Licensor will perform database maintenance such as performance tuning and periodic maintenance <p>Licensor will provide Company with estimates for any out-of-scope items that have been requested. Work provided for out-of-scope items will be charged at the hourly rate of \$250.</p>
Invoice Information	Licensor shall email all invoices to vendorinvoices@glo.texas.gov
Invoice Processing Requirements	<p>Licensor shall email all invoices to vendorinvoices@glo.texas.gov. Invoices must reference GLO Contract No. 21-023-000-C341.</p> <p>If Company modifies the aforementioned invoice process, Company shall notify Licensor in writing 60 days prior to effective date of such change.</p>
PO Requirements	<p>A PO is not required for this Software Appendix.</p> <p>If Company requires a PO for invoicing, then Company will provide Licensor with required PO number within ten business days of execution of this Software Appendix. Company shall send required PO number to accounting@quorumsoftware.com</p>
Licensor Billing Contact	Clay Myers 713-430-8901
Licensor Contact for Services	Roy Queener Quorum Business Solutions 811 Main, Suite 2200 Houston, TX 77002

	Roy.Queener@quorumsoftware.com 713-430-8600
Other:	<p><i>Authorized Users.</i> Only the number of authorized users of the Hosted Software identified above may access and use the Hosted Software. If multiple employees and other representatives of the Company and any other persons permitted to use the Hosted Software under the Agreement wish to use the Hosted Software, each such person must log in to the Hosted Environment separately using a different user name and password. The Company is responsible for the use of any user name and password used to gain access to the Hosted Software, whether that use is by the authorized users to whom that user name and password is allocated or any other person. The Company shall take all reasonable precautions to ensure that its user names and passwords are kept confidential, and the Company shall immediately notify the Licensor in writing if it believes that a user name or password has been disclosed to any person other than the applicable authorized user. Notwithstanding anything to the contrary herein, Quorum Business Solutions (U.S.A.), Inc. may perform Licensor’s obligations under this Software Appendix on Licensor’s behalf.</p>

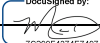
[SIGNATURES ON THE NEXT PAGE]

Each party has executed and delivered this Software Appendix on the date set forth below its name with the understanding that this Software Appendix shall be effective as of the Appendix Effective Date.

QUORUM BUSINESS SOLUTIONS, INC.

By: DocuSigned by:

Name: Clay Myers
Title: CFO
Date: 8/30/2021

GENERAL LAND OFFICE

By: DocuSigned by:

Name: Mark A. Havens
Title: Chief Clerk / Deputy Land Commissioner
Date: 8/30/2021