CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY AUSTIN TEXAS

CONTRACT MODIFICATION

1. CONTRACT NO: 200692 ERP System Replacement MODIFICATION NO: 16 3. EFFECTIVE DATE OF C.M. See Block 9. below 4. CONTRACTOR NAME: Applications Software Technology (AST)

5. AGREEMENT TO MODIFY CONTRACT:

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6.AMOUNT OF THIS CONTRACT MODIFICATION: \$0.00 (NO CHANGE)

PRIOR TOTAL PRICE: \$10,610,956.45
NEW TOTAL PRICE: \$10,610,956.45

7. TERM OR PERIOD OF PERFORMANCE: (NO CHANGE)

8.CONTRACTOR'S EXECUT

Name & Title: Prasad Nettem, Vice President

(Print or type)

Prasad Nettem

Digitally signed by Prasad Nettern
DN: C=US, OU=Cloud Applications, O=AST LLC, CNNettern, E=pnettern@astcorporation.com
Reason: I am the author of this document
Location: your signing location here

ture: Date: 2022-05-09 20-52-39 Foxit PhantomPDF Version: 10.0.0

Date Executed: 08/09/2022

9. CONTRACTING OFFICER'S EXECUTION:

Name & Title: <u>Tracee Metterle, Contracting Officer</u>

(Print or type)

Signature: <u>Tracee Metterle</u>

Date Executed: August 10, 2022

10. DESCRIPTION OF CONTRACT MODIFICATION:

Modification 16 is made in accordance with Exhibit E – Revised-1, Contractual Terms and Conditions, Section 20, <u>CHANGES</u>, to be made a part hereof for all pertinent purposes.

1. The Authority hereby accepts the proposal submitted by Applications Software Technology (AST), to incorporate Phase I Training Updates, as outlined in the proposal dated July 29, 2022, attached hereto and shall be made a part of the Contract for all pertinent purposes. This modification is issued at no cost **\$0.00**.

For and in consideration of the amount stated above, which is the final contract modification amount agreed to by both parties, the receipt of and sufficiency of which is hereby acknowledged and confessed. The contractor has released, acquitted, and forever discharged and by the presents does for itself, its successors and assigns release, acquit and forever discharge Capital Metropolitan Transportation Authority (Capital Metro) from and against any claims, debts, demands, or cause of action which the contractor has or may have had a result of furnishing labor, supplies, or materials for the change orders stated above. This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

END OF MODIFICATION 16