

Participation and Purchase Agreement under

Buyboard 661-22

between

Waypoint Business Solutions
("Waypoint" and "Vendor")

118 Vintage Park Blvd. #W414
Houston, TX 77070

and

New Braunfels Utilities
("Customer")

263 Main Plaza
New Braunfels, Texas 78130

Effective as of the date of the last signature below (the "Effective Date"), this Agreement includes the following Buyboard Contract for cooperative purchases for any solutions from Waypoint, The Buyboard contract Waypoint Business Solutions, 661-22; ["Buyboard Contract"]. This Buyboard Contract is incorporated by reference into and made part of this Participation and Purchase Agreement (the "Agreement"). The terms and conditions of the Buyboard Contracts, as applicable, will govern the purchases and orders and each statement of work (SOW) that are provided to the **New Braunfels Utilities** ("NBU" and "Customer") from Waypoint Business Solutions ("Waypoint" and "Vendor") that are made during the term of Buyboard Contract with Vendor of computer hardware and related products. The Customer is an eligible purchaser of the offerings under the Buyboard Contract, which is publicly available on the Buyboard website at:

[Waypoint Business Solutions | Details | Vendors | Shop | BuyBoard](#)

The NBU agrees to pay Vendor for delivered goods and services based upon the Vendor's Quote(s) and SOW(s) set forth in Vendors' Response to NBU Request for Proposal(s)/Quote(s). Any additional Quotes or SOWs under this Agreement, must be approved in writing by the NBU, which may be approved by a purchase order from the NBU.

Per the Buyboard Contracts, Vendors will secure and maintain the minimum of insurance coverage specified in the Buyboard Contract and, upon request from the NBU, provide proof of such insurance coverage to NBU listed as additional insured. The required coverage must remain in effect throughout the term of the Agreement between Vendor and NBU.

This Agreement and all of the rights and obligations of the parties shall be governed by and enforced under the laws of the State of Texas and the United States, as applicable. In the unlikely event any such situation may be necessary, the venue for any mediation and litigation under this Agreement shall be in Comal County, Texas. The parties agree to communicate and cooperate to resolve any concerns prior to starting any formal dispute resolution.

NBU and Vendors agree to reference the applicable current Buyboard Contract for quotations, purchase orders, and SOWs that are for offerings available from Vendors under the Buyboard Contracts. The parties also agree to cooperate to resolve any administrative issues for proper processing of orders and billing related to this Agreement. This Agreement is entered into on behalf of the parties by their below authorized representatives:

Waypoint Business Solutions

Signature:

Name: Braxton Hickman

Position:

Date:

New Braunfels Utilities

Signature:

Name:

Position:

Date:

Cumulative purchases under this agreement shall not exceed \$ 883,304.86.