

**Additional Terms and Conditions under
Texas DIR-TSO-4368**

between

**Executive Information Systems,
LLC**
(“Vendor” or “EIS”)
6901 Rockledge Dr.
Suite 600. PO Box 34076
Bethesda, MD 20827-0076

and

New Braunfels Utilities
(“Customer” or “NBU”)
263 Main Plaza
New Braunfels, Texas 78130

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Vendor and Customer agree as follows. Effective as of the date of the last signature below (the “Effective Date”), this Texas Department of Information Resources (“DIR”) Contract DIR-TSO-4368 (“DIR Contract”) for cooperative purchases for specific services from EIS is incorporated by reference into and made part of these Additional Terms and Conditions (the “Agreement”). The terms and conditions of the DIR Contract, as applicable, will govern the purchases and orders and each statement of work (SOW) that are provided to NBU from Vendor that are made during the term of DIR Contract with Vendor for software maintenance for the existing SAS analytics software modules for years 4-7. The Customer is an eligible purchaser of the offerings under the DIR Contract, which is publicly available on the DIR website at:

[Executive Information Systems, LLC | Texas Department of Information Resources](#)

This Agreement shall become effective on the Effective Date and shall remain in effect for a term of one (1) year. The Vendor shall be paid in accordance with rates set forth in the attached Quote #EIS-05509-L1T8 with a total not-to-exceed amount of \$600,000.

Per the DIR Contract, Vendor will secure and maintain throughout the term of this Agreement at least the minimum insurance coverages specified in the DIR Contract. Promptly, upon execution of this Agreement and upon future request from NBU, provide proof of such insurance coverage by providing a Certificate of Insurance demonstrating compliance with the insurance coverages to NBU listed as additional insured. Vendor will provide an updated Certificate of Insurance to NBU prior to the expiration of each applicable policy.

Notwithstanding Section 10, Data Protection from Appendix G to DIR Contract No. DIR-TSO-4368, in the event that data collected or obtained by the Vendor in connection with this Agreement is believed to have been compromised or in the event of a cybersecurity event or breach, the Vendor shall notify NBU immediately. Before NBU will allow Vendor access to the NBU network after a cybersecurity event or breach, Vendor shall provide NBU with: (1) an audit of the systems compromised to be completed by an independent firm unaffiliated with Vendor and (2) evidence that the Vendor’s system is no longer a threat to the NBU network.

Vendor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code,

as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended. Vendor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.

Vendor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. Vendor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.

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 without regard to its conflict of laws principles and the United States, as applicable. Exclusive venue for litigation arising from or relating to this Agreement shall be in a court of competent jurisdiction in Comal County, Texas. The parties agree to communicate and cooperate to resolve any concerns prior to starting any formal dispute resolution. Any mediation will be conducted by a mediator selected by both parties, and mediation shall be located in New Braunfels, Texas.

NBU and Vendor agree to reference the applicable current DIR Contract for quotations, purchase orders, and SOWs that are for offerings available from Vendor under the DIR Contract. 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:

Vendor: Executive Information Systems, LLC
Signature:
Name: Snaevar Hreinsson
Position:
Date:

Customer: New Braunfels Utilities
Signature:
Name:
Position:
Date: