

**Additional Terms and Conditions under
Texas DIR-CPO-4963**

between

**Optimum Consultancy Services,
LLC
(the “Professional” or
“Optimum”)**

9800 Richmond Ave., Ste 480
Houston, TX 77042

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, the Professional 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-CPO-4963 (“DIR Contract”) for cooperative purchases for specific services from Optimum is incorporated by reference into and made part of these Additional Terms and Conditions (the “Agreement”). The Agreement will govern the purchases and orders and the statement of work issued by Optimum on January 18, 2023 (“SOW”), a copy of which is attached hereto, that are provided to NBU from the Professional that are made during the term of this DIR Contract with the Professional for project management plan, development, and support. The Customer is an eligible purchaser of the offerings under this DIR Contract, which is in effect on the date of this Agreement and publicly available on the DIR website at:

[DIR-CPO-4963 | Texas Department of Information Resources](#)

This Agreement shall become effective on the Effective Date and shall remain in effect until February 29, 2024. Cumulative purchases under this Agreement shall not exceed \$250,230.36. The Professional acknowledges that the Professional’s Responses to RFO-DIR-CPO-TMP-553, including all addenda, have not been provided to NBU and represents that the Professional took no exception to the DIR Contract terms.

Per this DIR Contract, the Professional 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, the Professional shall provide proof of such insurance coverage by providing a Certificate of Insurance demonstrating compliance with the insurance coverages to NBU listed as additional insured. The Professional will provide an updated Certificate of Insurance to NBU prior to the expiration of each applicable policy.

In the event that data collected or obtained by the Professional in connection with this Agreement is believed to have been compromised or in the event of a cybersecurity event or breach, the Professional shall notify NBU immediately. Before NBU will allow the Professional access to the NBU network after a cybersecurity event or breach, The Professional shall provide NBU with: (1) an audit of the systems compromised to be completed by an independent firm unaffiliated with the Professional and (2) evidence that the Professional’s system is no longer a threat to the NBU network.

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 the Professional agree to reference the applicable current DIR Contract for quotations, purchase

orders, and SOWs that are for offerings available from the Professional 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.

Professional: Optimum Consultancy Services, LLC
Signature: <i>Nooshin Yazhari</i>
Name: Nooshin Yazhari
Position: President
Date: 6/2/2023

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