

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(NIGP CONSULTING SERVICES PROJECT)**

This **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **PERISCOPE HOLDINGS, INC.**, a Delaware corporation authorized to transact business in the State of Texas (the “Professional”) (collectively, “the Parties”).

RECITALS

WHEREAS, NBU and the Professional entered into the Professional Services Agreement dated February 9, 2022 (the “Agreement”), for purchasing project management and support services (the “Project”);

WHEREAS, in order to perform the Services under the Agreement, the Professional needs access to secure NBU applications, including, but not limited to, electronic files to obtain background and historical information concerning projects; and

WHEREAS, NBU and the Professional desire to amend the Agreement to modify the scope of services to include access to secure NBU applications.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Amendment to Exhibit A. Exhibit A to the Agreement is hereby amended in part as described by Exhibit A to this Amendment as of the effective date of this Amendment.

Section 2. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 3. Entire Agreement. This Amendment, together with Agreement, sets forth the entire understanding of NBU and the Professional and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 4. Binding Effect. This Amendment will extend to and be binding upon NBU and the Professional and their respective successors and permitted assigns.

Section 5. Severability. If any term or provision of this Amendment is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this Amendment shall not be affected thereby, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto, upon lawful approval and authority, have executed this Amendment on this the ____ day of _____, 20____.

NBU:

NEW BRAUNFELS UTILITIES,
a Texas municipally owned utility

By: _____
Name: Ian Taylor
Title: CEO

THE PROFESSIONAL:

PERISCOPE HOLDINGS, INC.,
a Delaware Corporation authorized to
transact business in the State of Texas

By: _____
Name: Mark Eigenbauer
Title: President

Exhibit A

Services

NO CHANGE

Project Management – Purchasing

1. NO CHANGE
2. NO CHANGE
3. NO CHANGE
4. NO CHANGE
5. NO CHANGE
6. NO CHANGE
7. The PM/PC or their designee shall be available via email, telephone, videoconference, or in-person during week day business hours, Monday through Friday, 8:00 AM CT to 5:00 PM CT, to respond to NBU’s specific project inquiries and to provide general purchasing knowledge and support. All work by the Professional shall be conducted from remote locations. The Professional shall have access to secure NBU applications. Information exchanges shall be conducted only through open source systems. The Professional shall comply with all NBU security requirements for access.
8. NO CHANGE
9. NO CHANGE
10. NO CHANGE
11. NO CHANGE

Support Services – External Purchasing Buyers

1. NO CHANGE
2. NO CHANGE
3. NO CHANGE
4. NO CHANGE
5. NO CHANGE
6. NO CHANGE
7. NO CHANGE
8. NO CHANGE