

Q-202035

Generated Date: 07/25/2025 **Expiration Date:** 08/30/2025

Contract Number: NWN_NATIONAL Choice Partners 25/018MF-44

Account Name: City of SanMarcos, TX - HQ
Opportunity Name: Library Refresh - Install

Opportunity Number: OP-151539

Client Contact Information

Primary Contact: Alexis Jaramillo

Contact Title: IT Business Systems Analyst

Contact Phone: 512-393-8096

Contact Email: ajaramillo@sanmarcostx.gov

BILL TO

City of SanMarcos, TX - HQ 630 East Hopkins St San Marcos, TX 78666

NWN Contact Information

Primary Contact: Charli Willard

Contact Title: Account Executive

Contact Phone: 972-371-2600

Contact Email: cwillard@nwncarousel.com

SHIP TO

City of SanMarcos, TX - HQ 630 East Hopkins St San Marcos, TX 78666

Services

#	GROUP NAME	ITEM	QTY	UNIT PRICE**	SUB TERM	EXT. TOTAL
1.	Maintenance	Managed Services	1	\$3,122.95	12	\$3,122.95
2.	Professional Services - Conference Room	Services	1	\$2,526.57		\$2,526.57
3.	Professional Services - Meeting Space	Services	1	\$21,113.55		\$21,113.55
					Total:	\$26,763.07

^{**}The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

Financial Summary				
ITEM	TOTAL			
Quote Sub-Total:	\$26,763.07			
One-Time Ext. Total:	\$23,640.12			
Recurring Ext. Total:	\$3,122.95			

Billing and Payment Terms				
ITEM	TERM			
Billing Terms:	Recurring - Prepaid			
Custom Billing Terms:	50% at Contract Signature, 50%			
	at Project Completion			
Payment Terms:	Net 30 Days			
Payment Schedule:	Non-Standard Terms			

Accepted and agreed by:

City of SanMarcos, TX - HQ	NWN Corporation	
Signature	Signature	
Name	Name	
Title	Title	
Date	Date	

Terms and Conditions

This Quote is presented to you by NWN Corporation and Carousel Industries of North America, LLC (collectively, "NWN').

This Quote shall expire on the Expiration Date set forth above or upon the execution of a SOW, whichever shall occur first. In no event will the Quote be valid for longer than 60 days from the Generated Date, also set forth above. Applicable taxes and freight charges will be applied to the final invoice and Customer shall be billed in accordance with the terms outlined above. Any and all tariffs, duties, or additional government-imposed costs that become applicable after the Generated Date of the Quote shall be the responsibility of the Customer and will be added to the final invoice. For purposes of calculating Taxes, Customer's location will be set to Customer's service address or billing address (if the service address is unknown) unless Customer specifically notifies NWN in writing that it intends to use the services at another/additional valid physical location(s). NWN reserves the right to reject any request to treat an alternative physical location as Customer's service address if NWN discovers that the address is invalid or otherwise inaccurate. If NWN must pay for any additional Taxes, Imposition and associated interest and/or penalties arising from Customer's provision of erroneous location data, Customer shall promptly reimburse NWN for the same within fourteen (14) days of demand by NWN. Further, Customer shall be responsible for notifying NWN in the event of any change to service address(s). The payment frequency set forth above details the timing and amount of the charges due under this Quote. One-Time Product charges, including hardware and software, will be invoiced in full at time of shipment. Where applicable, unless Customer notifies NWN in writing at least ninety (90) days prior to the subscription renewal date, Customer's subscription term will automatically renew on annual terms. Notwithstanding anything to the contrary, in the event Customer is purchasing software licenses or other usage-based consumption products or services under this Quote, and Customer's actual software license count or usage exceeds those initially purchased pursuant to this Quote, Customer will be invoiced during the next billing cycle based on the highest licenses count or usage consumed and not the amounts initially set forth in this Quote. Whenever possible, overages will be billed in the month following when the overage occurred. This Quote and any applicable Products or Services purchased hereunder are subject to either (i) the applicable mutually executed Master Products and Services Agreement or Master Services Agreement that authorizes the purchase(s) herein between NWN and Customer; or (ii) where NWN and Customer have not executed such an agreement, the terms and conditions set forth at the Master Agreement located at https://nwncarousel.com/master-agreement/ shall apply (the online terms and conditions and the applicable agreement shall each be deemed the "Agreement"). This Quote is additionally subject to the applicable (i) service descriptions set forth athttps://nwn.ai/service-descriptions/, (ii) the third-party terms set forth at https://nwn.ai/third-party-eula-tos-warranty/, and (iii) the compliance policies and terms set forth at https://nwn.ai/compliance/and such terms are incorporated herein by reference. For the avoidance of doubt, in the event of any conflicts between the terms of this Quote, a Accepted Purchase Order (as defined herein) or the Agreement, the terms of the Agreement shall prevail. To the extent the name of the Agreement does not correspond with those referenced above but authorizes Customer to purchase Products or Services from NWN, those agreements shall additionally be deemed Agreements for the purposes of this Quote. Any terms not defined in this Quote shall be set forth in the Agreement. Unless otherwise prohibited, in the event a product return by Customer triggers NWN's vendors to impose restocking fee(s) to process such return, NWN may, in its sole discretion, impose equivalent restocking fee(s) on customer.

In the event Customer does not execute this Quote and only places a Purchase Order, such Purchase Order is deemed acceptance of the terms of this Quote and any additional or different terms in such Purchase Order will not bind NWN. NWN may reject a Purchase Order in its sole discretion within two (2) business days from its receipt and after which time such Purchase Order is deemed accepted (an "Accepted Purchase Order"). In the event Customer chooses to place a Purchase Order rather than signing this Quote, the date of the Accepted Purchase Order shall be considered the Effective Date and placement of Purchase Order shall be deemed acceptance of this Quote and all the terms and conditions contained herein.

Statement of Confidentiality

This quote has been developed by NWN and is NWN's proprietary trade secret and business confidential information. This Quote may not be released to another vendor, business partner or contractor without prior written consent from NWN

Additional Information