

# City of San Marcos, TX - HQ

## Library Refresh

### Scope of Work



Quote Number: Q-198749

Opportunity Number: OP-149526

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## 1. Introduction

### 1.1. Statement of Confidentiality

This Scope of Work, presented to you by NWN Corporation and Carousel Industries of North America, LLC collectively referred to as ("NWN") contains confidential and proprietary information. City of San Marcos, TX - HQ hereto referred to as "the customer" or "customer," may not disclose the confidential information contained herein to any third party without the written consent of NWN. The customer may disclose the contents of this document to representatives, consultants, or employees who need to know its contents for the purpose of the customer's evaluation of the document. The customer agrees to inform any person reviewing this document on their behalf that they are also bound by this requirement.

This Scope of Work is valid for sixty (60) days from this date July 17, 2025. NWN reserves the right to vary the terms of this document in response to changes in requirements or additional information made available by the customer. Submission of this document by NWN in no way conveys any right, title, interest, or license in any intellectual property rights (including but not limited to patents, copyrights, trade secrets or trademarks) contained herein. All rights are reserved. This Scope of Work is based on NWN current understanding of the customer's requirements. The NWN offer specified herein is not binding except as specified in the Acceptance section of this document.

This documentation might include technical or process inaccuracies or typographical errors and is subject to correction and other revision without notice. NWN GIVES YOU, THE CLIENT, THIS DOCUMENTATION "AS IS." EXPRESS OR IMPLIED WARRANTIES OF ANY KIND ARE NOT PROVIDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states or jurisdictions do not allow disclaimer of express or implied warranties in certain transactions; therefore, this statement may not apply to you.

### 1.2. Primary Contacts

The following are the primary contacts for both NWN and the Customer.

Organization	Name	Role	Primary E-Mail	Primary Phone
NWN	Charli Willard	Account Executive	cwillard@nwncarousel.com	972-371-2600
Customer	Alexis Jaramillo	IT Business Systems Analyst	ajaramillo@sanmarcostx.gov	512-393-8096

### 1.3. Opportunity Team Members

Organization	Name	Role
NWN	Bill Connell	Solution Architect
NWN	Gloria Esdale	Sales Operations Specialist

## 2. Executive Overview

### 2.1. NWN s Mantra

NWN Carousel uses a consultative approach to understanding our Client's ("subscriber", "you", "your") current environment and any challenges you may experience. We then work to help you define what your future state goals are, to design a solution that delivers the capabilities required to achieve to deliver positive business outcomes.

### 2.2. Solution Overview

This proposal is priced assuming an optimal, single, contiguous field installation effort. All efforts are made to ensure NWNC is promoting ideal and available product. Site installation scheduling will be confirmed upon receipt of all proposed equipment. Should supply chain issues intervene you may desire to pursue a reengineered, partial installation to deliver a reduced but beneficial use. As requested, your NWNC Project Manager and Sales team will prepares alternate reengineered installation plans and optimized release schedule via NWN Carousel change order to best accommodate project requirements.

All equipment locations and/or facilities requirements described herein are subject to change pending final engineering and confirmation of customer/architect specifications post project award and will be reflected in the AV drawing. CLIENT will be responsible for providing and installing all facilities requirements as indicated in the AV drawings including but not limited to any furniture or building modifications, data, electrical, conduit, structural wall backing/blocking, and call cable pathways.

CLIENT is responsible for providing freight elevator access and clear delivery path from street or loading dock to installation location within building for all equipment exceeding the maximum size and/or weight of standard public access elevators. CLIENT responsible for arranging alternate methods of in-building delivery if applicable.

The following rooms and locations are to be included within this scope:

625 E. Hopkins St. San Marcos, TX 78666

- Conference Room
- Meeting Space

#### Conference Room

One (1) Existing wall mounted 55" display will be re-used. Model is TBD.

One (1) new all in one, soft video conferencing camera with integrated sound bar and microphone array will be mounted centered under the screen using the display mount kit such that the center of the lens sits at about 48" above finished floor. The built-in codec will utilize TEAMs for soft video conferencing, CLIENT to provide licensing and to configure the built-in codec. The unit will be connected to the display via HDMI cabling and to the CLIENT's LAN. One (1) tabletop touch control panel will be provided and installed on the conference room table and connected to the CLEINT's network. The device will utilize the native user interface for system control.

One (1) Expansion microphone will be installed at the conference room table. The touch panel and expansion microphone will connect to an extender device under the conference room table. The corresponding receiver will be mounted behind the existing display and will be connected to the all in one video bar.

## Meeting Space

This space is a 2-way combine/dividable space with a wall partition that retracts vertically into the ceiling. The rooms are classified as "Room A" and "Room B."

Install one (1) new 16:10 5200 lumen ceiling mounted projector approximately 12'-22' from the projection screen in Room A. The projector will be mounted to the existing threaded pole in the room.

Install one (1) new 16:10 5200 lumen ceiling mounted projector approximately 12'-22' from the projection screen in Room B. The projector will be mounted to the existing threaded pole in the room.

One (1) existing in ceiling electric projection screen will be re-used in room A. Model is TBD.

One (1) existing in ceiling electric projection screen will be re-used in room B. Model is TBD.

Install one (1) new HDMI wall plate transmitter located on the projector screen wall in Room A, this HDMI input will be installed in place of an existing HDMI wall plate transmitter. The wall plate will provide a HDMI connection to the projector via connection to a mating receiver located in the equipment rack. One (1) 12' HDMI cable will be provided for connection to a CLIENT provided device.

Install one (1) new HDMI wall plate transmitter located on the projector screen wall in Room B, this HDMI input will be installed in place of an existing HDMI wall plate transmitter. The wall plate will provide a HDMI connection to the projector via connection to a mating receiver located in the equipment rack. One (1) 12' HDMI cable will be provided for connection to a CLIENT provided device.

Two (2) new Crestron AirMedia wireless computer presentation systems will be installed in the equipment rack. The video output from the AirMedia will be connected to the video system via HDMI cabling and an associated encoder and the unit will be connected to the CLIENT's LAN. The device will make use of the CLIENT's existing wireless access points for connectivity. One will be designated for Room A, and one will be designated for Room B when the rooms are in an uncombined state. When the rooms are in a combined state, either Airmedia can be selected as a source device and routed to any projector.

One (1) new digital audio video matrix, distribution and scaling system will be installed in the equipment rack to support video distribution from the various source inputs of the room to the video outputs.

Two (2) existing wireless microphones will be re-used for presenter use. The wireless system includes one (1) handheld transmitter and one (1) lapel microphone with bodypack transmitter. The receivers are installed in the existing equipment rack. The microphones will be used for in-room audio reinforcement.

All audio distribution and mixing for in-room presentation will be conducted using new Auto/Matrix Mixer processor systems with AEC (Acoustic Echo Cancellation) located within the equipment rack. This will allow the participants to hear the system audio associated with audio/video sources, microphones, and allow adjustment of the audio sources.

One (1) new audio amplifier will be provided and installed in the equipment rack to power the speakers in both rooms.

Nine (9) existing flush mounted ceiling speakers will be re-used, in the ceiling in room A. The speakers will be grouped into one (1) zone and will be white in color.

Nine (9) existing flush mounted ceiling speakers will be re-used, in the ceiling in room B. The speakers will be grouped into one (1) zone and will be white in color.

Control of the room, video sources, source selection, room volume, and projector(s)/projection screens will be conducted using a new Crestron Control System. A new Crestron Control processor will be provided and is located within the equipment rack. Two (2) new black 10" Crestron Touch Panels will be installed at the front of the room one (1) in Room A, and one (1) in Room B. These new touch panels will be installed in place of existing Extron touch panels.

The touch panel Graphical User Interface (GUI) shall be modeled after the CLIENT touch panel standard template. All programming layouts and their exact feature set will be reviewed after contract sale during a GUI review session. Touch panel design can be referenced on project: 104017 City of San Marcos – EOC Video Walls.

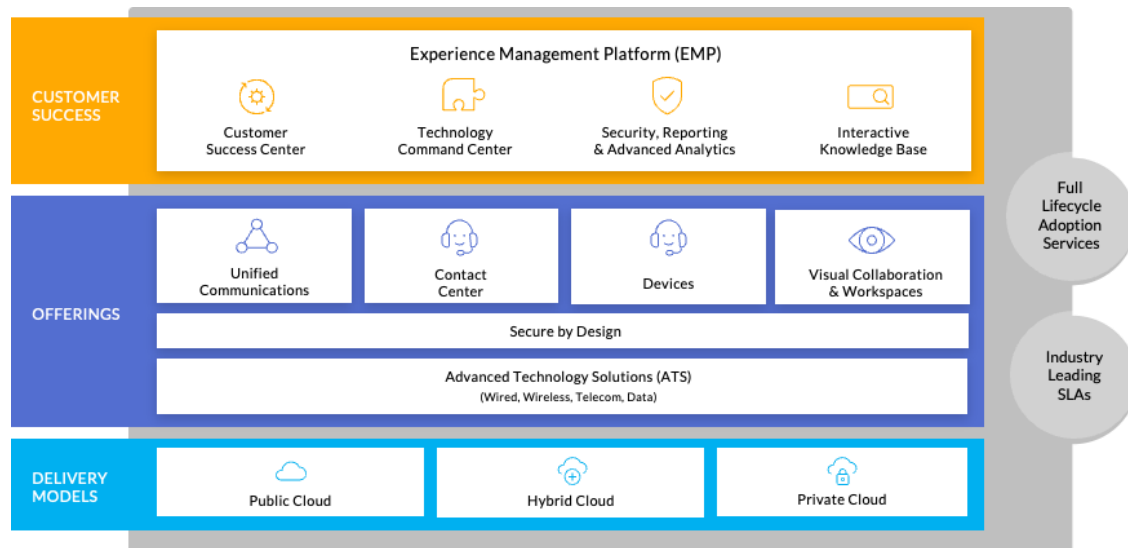
Video functionality will include source select, source volume control and mute, and system on and off. Presentation Mode will display any of the video sources within the room, depending on source selection. The source audio heard within the room will be the last source selected.

A manual combine/divide button will be placed on each touch panel that will allow for manual room combine mode changes of the rooms. This button will also allow the room state to be changed when in use. When all rooms are combined, all displays in all rooms will mirror each other, all inputs in connected rooms are available to present, all speakers and microphones in connected rooms will be active and all touch panels will mirror one another. When all rooms are divided, each room will act independently from each other, no sources, microphones, or speakers will be shared between the rooms.

One (1) existing floor standing equipment rack located in an adjacent room will be re-used. Existing equipment that will not be re-used in the new system will be de-installed and handed over to the customer at the conclusion of the installation.

### 3. NWN's Offerings

NWN's offerings are divided into easy to understand and easy to consume bundles. These bundles include the required capabilities you need to get the most out of your technology investment. Each bundle builds upon the other, allowing you to do as much, or as little, or the work yourself, while leaving the rest to us.



The following offerings are covered in this statement of work:

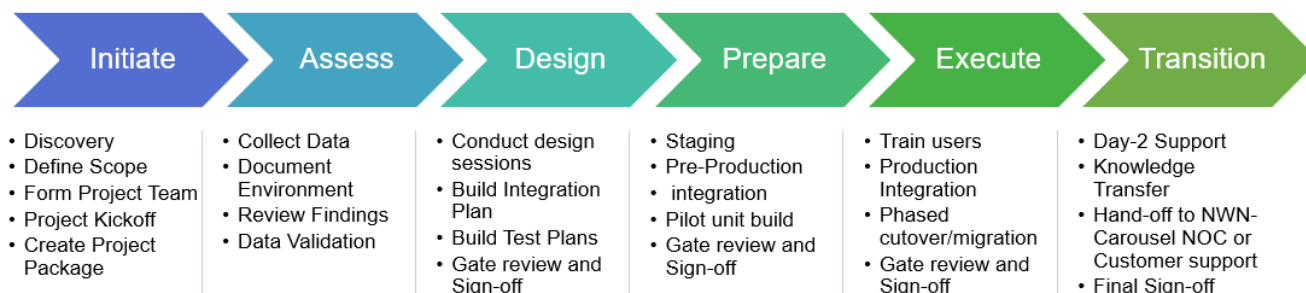
#### 3.1. Visual Collaboration and Workspaces Solutions

NWN's Video Collaboration & Workspaces Offering is a solution that integrates all modes of meeting, presentation, and collaboration end user experiences. With NWN Video Collaboration & Workspaces, organizations can transform their collaboration environment by adopting advocated Audio-Visual collaboration technology that best aligns to the organization's needs. NWN's integrated offerings include access to our Video Collaboration Helpdesk Team which enables organizations to minimize risk and focus on business.

## 4. Project Governance

### 4.1. Overview

To deliver the highest quality project implementation, NWN brings a tightly controlled, comprehensive project management process that emphasizes detailed up-front discovery and design to help avoid costly, time-consuming missteps later in the deployment cycle. This approach has a proven track record of success.



### 4.2. Project Governance Scope of Services

#### 4.2.1. Details

ITEM	SCOPE	QTY
<b>Governance Services</b>	<b>Overall Governance Services, Top Level Bundle</b>	<b>1</b>
VCW Project Initiation	Initiation of the overall project. NWN will engage the project team and begin the process of scheduling the work contained in this SOW. Standard Project Management includes regular project meetings if required to provide status on the project and to review issues and actions related to the project.	1
VCW Low-Level Design Workshop	NWN will conduct a Technical Design Workshop. This meeting, conducted by the lead technical resource on the NWN team, is intended to be use to finalize the low level design of the scoped solution. This may include reviewing IP Address and host naming, cable standards, username standards, passwords, or other technical information required to successfully complete the project. Customer is responsible for providing required documentation and personnel to facilitate this session.	1
VCW Project Initiation	Initiation of the overall project. NWN will engage the project team and begin the process of scheduling the work contained in this SOW. Standard Project Management includes regular project meetings if required to provide status on the project and to review issues and actions related to the project.	1



## 5. Scope of Work

The following scope of services cover the one-time and ongoing services that are included in this proposal. Services are organized by technology area and by sub-grouping if included. We encourage you to review this scope of work with your NWN team to ensure we have captured your requirements correctly so that we may deliver the outcomes you expect. Items that are not mentioned in this scope are not included. For more details on the services offered, please refer to the section below titled “Incorporated by Reference.”

### 5.1.1. Professional Services - Meeting Space

ITEM	SCOPE	QTY
VCW Travel and Expense Budget	Budgetary Expenses related to Airfare, mileage, meals and incidentals	1
<b>Display</b>	<b>Video Display Implementation, Top Level Bundle</b>	<b>1</b>
Projector Installation, Ceiling or Desk mounting	Installation and configuration of a projector suspended or surface mounted at or below 12 feet. Refer to drawings for placement. Customer Responsibilities: The projector location will require a dedicated 20A 120VAC circuit, structural support, and LAN drop.	2
<b>Audio</b>	<b>Top Level Bundle</b>	<b>1</b>
<b>Device I/O</b>	<b>Device I/O Top Level Bundle</b>	<b>1</b>
Endpoint Configuration, Source or Destination, Standard Config	Installation of Source and or Destination device (ex. transmitters/receivers encoder/decoder, Shure W.A.P.s, RF, Touchpanels, etc.). Customer Responsibilities: dedicated 20A 120VAC circuit, LAN drop, and conduit pathways are the responsibility of others as required.	18
Single Wire Pull	Rough-in of individual cable component to support Designed Room Solution	7
<b>Control System</b>	<b>Video Room Control System Top Level Bundle</b>	<b>1</b>
Control System Programming, Medium Room, Advanced Config	This control code is written specific to the custom VCW collaboration solution designed. Customizations are presented and agreed to during the pre-sales process and scoping phase. This will enable the end-user to easily manipulate the control UI and deliver consistent user experience.	1
<b>Equipment Rack Build</b>	<b>Equipment Rack Build, Top Level Bundle</b>	<b>1</b>
Rack and Fabrication, Standard	Assembly and installation of an individual device within assembled equipment rack	9
<b>Field Services</b>	<b>Video Site Survey Top Level Bundle</b>	<b>1</b>
<b>Design and Build</b>	<b>Design and Build Top Level Bundle.</b>	<b>1</b>
VCW Field Installation	Video Room Installation Hours	8
VCW Project Management	Visual Collaboration Project Manager, Business Hours Rate	2
VCW Design Engineer	Visual Collaboration Consultant, Business Hours Rate	4
VCW CAD/Drafting	Video Infrastructure CAD design hours	6

### 5.1.2. Maintenance

ITEM	SCOPE	QTY
<b>Visual Collaboration and Workspaces Service Desk</b>	<b>Top Level Bundle</b>	<b>1</b>
Visual Collaboration and Workspaces Service Desk	Visual Collaboration Service Desk for a single video room. Includes 24x7 support and on-site dispatch when required. EMP Support Portal included.	1

### 5.1.3. Professional Services - Conference Room

ITEM	SCOPE	QTY
<b>Display</b>	<b>Video Display Implementation, Top Level Bundle</b>	<b>1</b>
Display Installation, Small (55 inches or smaller)	Installation and configuration of a 55 inch or smaller diagonal Display. The location of the Display shall be room center facing unless otherwise noted. Display should be centered to table unless otherwise noted. Customer Responsibilities: The display location will require a dedicated 20A 120VAC circuit, structural support, and dedicated LAN drop provided by others.	1
<b>Audio</b>	<b>Top Level Bundle</b>	<b>1</b>
Microphone Installation, ceiling or table mount	Installation of a microphone ceiling or table mount. The microphone shall be installed to pick up the designated talker(s). Note - Building, furniture, and/or fixture modification, including but not limited to; the drilling of holes, cutting of access panels, modification of drop ceiling, floor cores, or exterior penetrations are the responsibility of others and are considered out of scope.	1
<b>Device I/O</b>	<b>Device I/O Top Level Bundle</b>	<b>1</b>
Endpoint Configuration, Source or Destination, Standard Config	Installation of Source and or Destination device (ex. transmitters/receivers encoder/decoder, Shure W.A.P.s, RF, Touchpanels, etc.). Customer Responsibilities: dedicated 20A 120VAC circuit, LAN drop, and conduit pathways are the responsibility of others as required.	2
Single Wire Pull	Rough-in of individual cable component to support Designed Room Solution	1
<b>Design and Build</b>	<b>Design and Build Top Level Bundle.</b>	<b>1</b>
VCW Field Installation	Video Room Installation Hours	8
VCW CAD/Drafting	Video Infrastructure CAD design hours	2

## 6. Incorporated by Reference

### 6.1. Overview

This SOW represents the work being performed by NWN for the customer during the contracted engagement. Some services and products used in the delivery of this SOW are governed by additional documentation and service descriptions. This information is applicable by feature and does not include any feature not covered by the scope above. These can be found in the following locations:

1. **NWN Master Service Agreements:**
  - a. **NWN Corporation clients:** – <https://nwncarousel.com/master-agreement>
  - b. **Carousel Industries of North America, LLC clients** – <https://nwncarousel.com/master-agreement>
2. **Experience Management Services** – If EMP Services are included in this scope of work, then the following service description is included by reference: <https://nwnit.box.com/s/1csb40l92zhkm6llcdv2ywg4u7hhao2s>
3. Third Party End User License Agreements, Terms of Service, and Warranty Information can be found here: <https://nwncarousel.com/third-party-eula-tos-warranty/>
4. The NWN Carousel Acceptable Use Policy and if applicable to the Services described in this SOW the Emergency Services Addendum and Data Processing Agreement located at: <https://nwncarousel.com/compliance/>

## 7. Assumptions and Responsibilities

### 7.1. Project Assumptions

The following list represents some of the items that, unless otherwise noted above, are excluded from the work being performed by NWN as part of the scope of this project. Anything not specified in the scope above, nor specifically excluded below, is assumed to be excluded. Items that the customer wishes NWN to provide may be contracted on a time and materials basis, or as part of a separate fixed price scope. Exclusions include:

- NWN will provide knowledge transfer to Customer staff throughout the engagement. Knowledge transfer is not intended to replace formal technical training and certification.
- Travel Costs are billed at actuals unless otherwise noted in your quote
- If this proposal does not include an on-going service contract to cover moves, adds, and changes, upgrades to software and hardware, troubleshooting of circuit outages, or other managed and operate services, these activities are the responsibility of the customer. Should customer require such services, NWN can provide a separate proposal to meet these needs.
- While under NWN supervision, all documents and scripts will be subject to NWN version control.
- Unless otherwise stated, all diagrams will be provided in Visio format and all documentation will be provided in Microsoft Word or Portable Document format. NWN will provide softcopies of all deliverable documentation created as part of this project

### 7.2. General Customer Responsibilities

To support this scope of work, The Customer agrees to the following responsibilities:

- Customer agrees to designate a single point of contact to work with NWN for the duration of this project. This contact shall be available during normal business hours (Monday through Friday 8:00am to 5:30pm local time, excluding NWN observed holidays).
- Customer agrees to provide reasonable access to Customer sites and facilities, including, where applicable: access to a loading dock/facility to receive equipment, access to a secure workspace to store, stage, and test the equipment
- Customer agrees to provide remote access to the network to facilitate remote configuration and troubleshooting as required
- Customer agrees to provide proper security clearances and/or escorts as required to access the site for equipment installation and maintenance.
- Customer agrees to provide access to appropriate systems to facilitate the completion of this SOW.
- Building, furniture, and/or fixture modification, including but not limited to; the drilling of holes, cutting of access panels, floor cores, or exterior penetrations are the responsibility of others and are considered out of scope
- Customer agrees to provide any special safety equipment if required for sites visited by NWN personnel or sub-contractors
- Customer will be responsible to have complete backups of any data prior to commencement of our services. NWN assumes no responsibility for lost data.
- Customer will provide for the disposal of any packing materials, inserts, and boxes in which the equipment is shipped once installation is complete.
- Customer must have ACTIVE manufacturer support contracts on any existing equipment that NWN will be performing work on during this work effort.
- Customer agrees to ensure the installation environment is safe and free of contaminants, dust, debris, or other hazardous materials. Inspection, testing, and certification of such materials is the responsibility of the customer.
- Customer agrees that any delays caused by the customer are not the responsibility of NWN. Further, any additional time or expense incurred because of said delays will be subject to a change order and additional charges.
- If the site is not ready when NWN arrives, customer may be responsible for additional travel and expenses

- Unless otherwise noted in this proposal, implementation will occur in a single contiguous effort and, if required, site visits will be limited to one visit per site. If the schedule, or number of visits, must change due to delays in equipment availability, customer readiness, site readiness, or any issue outside of NWN's control, the NWN Project Manager will document the change and submit a Project Change Order to revise the implementation timeline.
- In the event Customer is purchasing software licenses or other usage-based consumption products or services under this SOW and Customer's actual software license count or usage exceeds those initially purchased pursuant to this SOW, Customer will be invoiced during the next billing cycle based on the highest license count or usage consumed and not the amounts initially set forth in this SOW. Thereafter, Customer shall be billed based on highest license count or usage consumed under this SOW. For avoidance of doubt, overages will be billed in the month following when the overage occurred.

### 7.3. Installation Customer Responsibilities

To support this scope of work, The Customer agrees to the following responsibilities:

- Customer will provide network and system documentation and any network topology diagram for the existing network infrastructure if available.
- Customer agrees to furnish NWN with building layouts, floor plans, cable and power drops and other applicable information to facilitate the physical installation of equipment and software covered by this scope of work.
- Customer agrees to ensure that proper environmental conditions are met, including, but not limited to proper power equipment grounded to code, backup power source if required, cooling, rack/floor space, and any external monitoring equipment required.
- Customer agrees to connect PCs, printers, mobile devices, servers, or any other ancillary devices not covered by this scope of work.
- Customer shall be responsible for any changes, reconfiguration, or upgrades to existing servers, systems, printers, and workstations to support this scope of work.
- Customer agrees to install, test, and verify the operation of any equipment or software not covered by this scope of work.
- Customer agrees to ensure that all cabling and facilities are installed, and clearly marked. If items are not clearly marked the customer will aid in identifying all cable drops and the equipment it is used for.
- Customer agrees to provide all supporting technologies including DHCP, DNS, or other systems required for normal functioning of the solution.
- Customer agrees to provide personnel to participate in any testing of the solution required once Customer agrees to provide all the cabling required to complete the installation that is not included with this equipment. All cabling longer than 20 feet will be installed by CUSTOMER and will be labeled with an indication of what the cabling supports.
- Customer shall be responsible to specify, order and ensure the provisioning of an adequate amount of circuit bandwidth and/or SIP trunks to support the operation of the system under normal and peak usage periods.
- All conduit, raceway, cable tray, supporting equipment and structure, regardless of purpose, is to be supplied and installed by others.

### 7.4. Visual Collaboration and Workspaces Assumptions and Responsibilities

The following items apply to the Visual Collaboration and Workspaces solution components:

- The project site is understood to be free from vibrations, noise, and interference that may impact the performance or user experience of the project defined herein. This includes, but is not limited to, vibration or noise from an air handler, poor acoustics faulty AV power, and/or poor lighting conditions.
- Any content required to fulfill a functional system will be provided and maintained by the customer in accordance with proper copyright. Customer is solely responsible for obtaining appropriate license or ownership of said content

- Integration with any third-party virtual meeting room (VMR) solution is the responsibility of the customer unless explicitly included in the scope of this agreement
- Customer is responsible for acquiring all permits required to support this installation.
- Customer is responsible for acquiring, installing, and finishing of all furniture, millwork, casework, or other finishing required for this installation.
- All display locations will require structural wall or ceiling backing/blocking and power. Power required at each display must consist of one dedicated 20-Amp 120VAC quad receptacle.
- Customer is responsible for ensuring all power and blocking to be provided, installed, terminated, and certified by others.
- This solution relies on an IP network for intra-device communication and may require access outside of your network to facilitate calls. Customer is responsible to ensure their existing network is built to accommodate this solution and is further responsible for any additional configuration or re-configuration required to support it at the time of install.
- Customer agrees to provide static IP address or IP address reservations for the equipment being installed.
- Customer is responsible for providing any third-party control devices or platforms including PCs, Tablets, or consoles and any software required to enable them including licensing fees. Said devices must be provisioned and configured prior to installation.

## 8. Financials

### 8.1. Terms

Item	Term
Contract 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

### 8.2. Summary

Item	Total
One-Time Ext. Total:	\$69,941.81
Recurring Ext. Total:	\$3,122.95

## 9. Execution

### 9.1. Terms

Customer shall be billed in accordance with the terms outlined above in the Billing Terms table set forth in the Financials Section. The payment frequency set forth in the table above details the timing and amount of the charges due under this SOW. Applicable taxes and freight charges along with all tariffs, duties, or additional government-imposed costs that become applicable after the initial date of the SOW shall be the responsibility of the Customer and will be added to the final invoice. Where applicable, unless Customer notifies NWN, as applicable, in writing at least ninety (90) days prior to the subscription renewal date, Customer's subscription term will automatically renew on annual terms.

This SOW and any applicable Products or Services purchased hereunder are subject to either (i) the applicable mutually executed Master Products and 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://nwn.ai/master-agreement/> shall apply (the online terms and conditions and the applicable agreement shall each be deemed the "Agreement"). This SOW is additionally subject to the applicable: (i) service descriptions set forth at <https://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 conflict between the terms of this SOW, an Accepted Purchase Order (as defined herein) and 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 authorize Customer to purchase Products or Services from NWN, those agreements shall additionally be deemed Agreements for the purposes of this SOW. Any terms not defined in this SOW shall be set forth in the Agreement. The pricing contained in this SOW is valid for sixty (60) days from date of issue. Applicable shipping charges, taxes, and if applicable, telecommunications surcharges and fees, will be billed by NWN and itemized on a separate line item(s) on NWN's invoice.

In the event Customer does not execute this SOW and only places a Purchase Order, such Purchase Order is deemed acceptance of the terms of this SOW 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 SOW, the date of the Accepted Purchase Order shall be considered the SOW Effective Date and placement of Purchase Order shall be deemed acceptance of the SOW and all the terms contained herein.



## 9.2. Accepted and agreed by:

City of SanMarcos, TX - HQ

NWN Corporation

Signature

Signature

Name

Name

Title

Title

Date

Date