

## Q-152461

**Generated Date:** 09/24/2024  
**Expiration Date:** 10/24/2024  
**Account Name:** Madison County, MS - Board of Supervisors - HQ  
**Opportunity Name:** OP-95849 Avaya HW CM RENEWAL: FULL (SLA: STANDARD) - (RMT: 24X7) - (ONSITE: 24X7) - (PARTS: NBD) - Madison County  
**Opportunity Number:** OP-95849

### Client Contact Information

**Primary Contact:** Duane Thompson  
**Contact Title:**  
**Contact Phone:**  
**Contact Email:**

### NWN Carousel Contact Information

**Primary Contact:** Jean Elaine Ellis  
**Contact Title:** Account Executive  
**Contact Phone:** 601-718-3344  
**Contact Email:** jellis@nwncarousel.com

### BILL TO

Madison County, MS - Board of Supervisors - HQ  
 146 W Center St  
 Canton, MS 39046-3735

### SHIP TO

Madison County, MS - Board of Supervisors - HQ  
 146 W Center St  
 Canton, MS 39046-3735

## Avaya Hardware

Term: 09/19/2024-09/18/2025

146 W Center St., Canton, MS 39046 - ST4439992					
#	ITEM	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
1.	UC-EMPR-MA-CMGWMD-O24X7XN	CM Gateway, Medium; Onsite 24x7xNBD	2	\$51.47	\$1,235.30
2.	UC-EMPR-MA-APPSVSM-R24X7XN	App Server, Small; Remote Support 24x7xNBD	4	\$28.13	\$1,350.20
3.	UC-EMPR-MA-CMSVMD-R24X7XN	CM Server, Medium; Remote Support 24x7xNBD	1	\$61.05	\$732.56
4.	UC-EMPR-MA-MMSRV-R24X7XN	MSS Server, Standard; Remote Support 24x7xNBD	1	\$86.78	\$1,041.39
				Total:	\$4,359.45

128 W North St., Canton, MS 39046 ST 5388143					
#	ITEM	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
5.	UC-EMPR-MA-CMGWMD-O24X7XN	CM Gateway, Medium; Onsite 24x7xNBD	1	\$51.47	\$617.65
				Total:	\$617.65

\*\*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:	\$4,977.10
Recurring Quarterly Charge	\$1,249.27

Billing and Payment Terms	
ITEM	TERM
Subscription Term:	12
Billing Terms:	Recurring – Quarterly
Custom Billing Terms:	Recurring – Quarterly-\$1,249.27
Payment Terms:	Net 30 Days
Payment Schedule:	100% on Completion

**Accepted and agreed by:**

**Madison County, MS - Board of Supervisors - HQ**

**Carousel Industries of North America, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Terms and Conditions

This Quote is presented to you by NWN Corporation ("NWN") and Carousel Industries of North America, LLC ("Carousel") (collectively, "NWN Carousel"). On May 7, 2021, a parent company of NWN Corporation acquired Carousel Industries of North America, LLC. Following the acquisition, Carousel Industries of North America, LLC and NWN Corporation will continue to exist as distinct legal entities. The collective companies are operating under the brand, 'NWN Carousel' and for clarity, such brand name is not a legal entity.

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 30 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. 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 Carousel in writing that it intends to use the services at another/additional valid physical location(s). NWN Carousel reserves the right to reject any request to treat an alternative physical location as Customer's service address if NWN Carousel discovers that the address is invalid or otherwise inaccurate. If NWN Carousel 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 Carousel for the same within fourteen (14) days of demand by NWN Carousel. Further, Customer shall be responsible for notifying NWN Carousel 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 Carousel 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. Thereafter Customer shall be billed based on the highest license count or usage consumed under this Quote. For avoidance of doubt, 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 Carousel and Customer; or (ii) where NWN Carousel and Customer have not executed such an agreement, the terms and conditions set forth at the NWN Master Agreement or Carousel 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 at <https://nwncarousel.com/service-descriptions>, (ii) the third party terms set forth at <https://nwncarousel.com/third-party-eula-tos-warranty/>, and (iii) the compliance policies and terms set forth at <https://nwncarousel.com/compliance/> and such terms are incorporated by reference into this Quote. For the avoidance of doubt, in the event of any conflict between the terms of this Quote 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 authorizes Customer to purchase Products or Services from NWN Carousel, 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 Carousel's vendors to impose restocking fee(s) to process such return, NWN Carousel 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 Carousel without its written consent to amend the terms of the Quote. Provided no additional or different terms are contained in a Purchase Order, NWN Carousel 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.

## Statement of Confidentiality

This quote has been developed by NWN Carousel and is NWN Carousel'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 Carousel.

## Additional Information