



## Q-163289

**Generated Date:** 12/03/2025  
**Expiration Date:** 01/12/2026  
**Account Name:** Madison County, MS - Board of Supervisors - HQ  
**Opportunity Name:** OP-126217-AVAYA HARDWARE SUPPORT 2024 MADISON COUNTY,MS  
**Opportunity Number:** OP-126217  
**Work Order #**

### Client Contact Information

**Primary Contact:** Duane Thompson  
**Contact Title:** Director, Information Technology  
**Contact Phone:** 6014215255  
**Contact Email:** dthompson@madison-co.com

### NWN 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

## Hardware Support

**Term:**12M  
**10/01/25-09/30/26**

| 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      | \$1,235.28 |
|  |                           |                                     |     | Total:       | \$1,235.28 |

| 128 W North St., Canton, MS 39046 ST 5388143 |                           |                                     |     |              |            |
|--|---------------------------|-------------------------------------|-----|--------------|------------|
| #  | ITEM                      | DESCRIPTION                         | QTY | UNIT PRICE** | EXT. TOTAL |
| 2.   | UC-EMPR-MA-CMGWMD-O24X7XN | CM Gateway, Medium; Onsite 24x7xNBD | 1   | \$51.47      | \$617.64   |
|  |                           |                                     |     | Total:       | \$617.64   |

| 146 W Center St., Canton, MS 39046-ST 5388143 |                            |  |     |              |            |
|---|----------------------------|--|-----|--------------|------------|
| #   | ITEM                       | DESCRIPTION                                | QTY | UNIT PRICE** | EXT. TOTAL |
| 3.  | UC-EMPR-MA-APPSVSM-R24X7XN | App Server, Small; Remote Support 24x7xNBD | 4   | \$28.13      | \$1,350.24 |
| 4.  | UC-EMPR-MA-CMSVMD-R24X7XN  | CM Server, Medium; Remote Support 24x7xNBD | 1   | \$61.05      | \$732.60   |
|   |                            |  |     | Total:       | \$2,082.84 |

| 146 W Center St., Canton, MS 39046-4439992 |      |             |     |              |            |
|--|------|-------------|-----|--------------|------------|
| #  | ITEM | DESCRIPTION | QTY | UNIT PRICE** | EXT. TOTAL |

Q-163289



| 146 W Center St., Canton, MS 39046-4439992 |                          |   |   |         |            |
|--|--------------------------|---|---|---------|------------|
| 5.   | UC-EMPR-MA-MMSRV-R24X7XN | MSS Server, Standard; Remote Support 24x7xNBD | 1 | \$86.78 | \$1,041.36 |
|  |                          |   |   | Total:  | \$1,041.36 |

*\*\*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:      | \$4,977.12 |
| Recurring Ext. Total: | \$4,977.12 |

| Billing and Payment Terms |                     |
|---------------------------|---------------------|
| ITEM                      | TERM                |
| Subscription Term:        | 12                  |
| Billing Terms:            | Recurring - Prepaid |
| Payment Terms:            | Net 30 Days         |
| Payment Schedule:         | 100% on Completion  |

| Service Guide Documents                            |   |
|--|---|
| Service Guide Name                                 | Service Guide URL   |
| NWN Avaya Maintenance Customer Service Descriptoin | <a href="https://nwnit.box.com/s/imoq9thg4tmi7ghp0y02o3pj5459yh66">https://nwnit.box.com/s/imoq9thg4tmi7ghp0y02o3pj5459yh66</a> |

### 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, Carousel Industries of North America, LLC, Leverage Information Systems, Inc., and InterVision Systems LLC\* (collectively, "NWN"). The NWN affiliate that your Master Agreement is with is the only party to this Quote and in no event shall all other NWN affiliates be held jointly and/or severally liable for the obligations and liabilities set forth in this Quote.

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 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 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. \*In the event your Master Agreement is with InterVision Systems, LLC, for the purposes of this Quote, all references to "Service Order" in your Master Agreement shall have the same meaning as "Quote".

## 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