

40P

**NWN**  
NWN CORPORATION

TEXAS DIR-5DD-1366

10681 Rockley Road  
Houston, TX 77069  
2819839665

Quote #:	3118348/3120261	List	BELL
Quote Name:	Fort Bend Original (4000) & 3750'S	Smartnet Renewal	\$ 84,438.88 \$ 73,476.60
Quote Status:	Valid	Breakdown	SNT \$ 18,496.27 \$ 16,505.25
Quote Date:	6-Jan-12	4000'S+	SHTP \$ 34,002.46 \$ 29,467.00
Price Protection Ends:	1-Mar-12	SU3	\$ 25,099.47 \$ 21,585.50
List Price:	\$84,438.88	Prepared by:	Linda Miller
		Breakdown	need to be renewed \$ 5,511.34 \$ 4,735.25
		3750'S	all others \$ 1,328.32 \$ 1,183.50

Signature: *Robert E. Hebert*

Robert E. Hebert, Fort Bend County Judge

Date: 2-28-2012

Purchase Order:

Serial Number	Product Number	Contract Number	Contract Level	Current Maint Ends	Begin Date	End Date	Serial #	Name	Address	City	State	Zip	Service SKU	Annual Fee	Unit Price	Total
FOX093106K1	WS-C4506	NEW	SNT		31-Dec-2011	31-Mar-2013	402109189	FT BEND COUNTY Rosenberg Annex	4520 READING ROAD	ROSENBERG	TX	77471	CON-SNT-WS-C4506	\$ 1,848.00	\$ 2,308.73	\$ 2,100.00
FOX09420304	WS-C4507R	NEW	SNT		18-Jan-2012	31-Mar-2013	402109189	FT BEND COUNTY Rosenberg Annex	4520 READING ROAD	ROSENBERG	TX	77471	CON-SNT-WS-C4507	\$ 2,770.00	\$ 3,324.00	\$ 2,858.50
FOX1450H5T5	WS-C4506E-56L-96V+	NEW	SNT	7-Mar-2012	8-Mar-2012	31-Mar-2013	404870356	FT BEND COUNTY JC 1B	1422 EUGENE HEIMANN CIR	RICHMOND	TX	77469	CON-SNT-4506E96+	\$ 1,040.00	\$ 1,108.38	\$ 1,008.75
FOX1450H5LV	WS-C4506E-56L-96V+	NEW	SNT	7-Mar-2012	8-Mar-2012	31-Mar-2013	404870356	FT BEND COUNTY JC 2B	1422 EUGENE HEIMANN CIR	RICHMOND	TX	77469	CON-SNT-4506E96+	\$ 1,040.00	\$ 1,108.38	\$ 1,008.75
FOX1450H5VF	WS-C4506E-56L-96V+	NEW	SNT	9-May-2012	10-May-2012	9-May-2013	404870356	FT BEND COUNTY JC 1A	1422 EUGENE HEIMANN CIR	RICHMOND	TX	77469	CON-SNT-4506E96+	\$ 1,040.00	\$ 1,040.00	\$ 945.00
FOX1449H8IP	WS-C4506E-56L-96V+	NEW	SNT	9-May-2012	10-May-2012	9-May-2013	404870356	FT BEND COUNTY JC 3A	1422 EUGENE HEIMANN CIR	RICHMOND	TX	77469	CON-SNT-4506E96+	\$ 1,040.00	\$ 1,040.00	\$ 945.00
FOX1449H8JU	WS-C4506E-56L-96V+	NEW	SNT	9-May-2012	10-May-2012	9-May-2013	404870356	FT BEND COUNTY JC 2C	1422 EUGENE HEIMANN CIR	RICHMOND	TX	77469	CON-SNT-4506E96+	\$ 1,040.00	\$ 1,040.00	\$ 945.00
FOX1450G6CX	WS-C4506E-56L-96V+	NEW	SNT	7-Mar-2012	8-Mar-2012	31-Mar-2013	404870356	FT BEND COUNTY JC 1C	1422 EUGENE HEIMANN CIR	RICHMOND	TX	77469	CON-SNT-4506E96+	\$ 1,040.00	\$ 1,108.38	\$ 1,008.75
FOX1450G6C7	WS-C4506E-56L-96V+	NEW	SNT	7-Mar-2012	8-Mar-2012	31-Mar-2013	404870356	FT BEND COUNTY JC 2A	1422 EUGENE HEIMANN CIR	RICHMOND	TX	77469	CON-SNT-4506E96+	\$ 1,040.00	\$ 1,108.38	\$ 1,008.75
FOX1450H5UY	WS-C4506E-56L-96V+	NEW	SNT	7-Mar-2012	8-Mar-2012	31-Mar-2013	404870356	FT BEND COUNTY JC 2B	1422 EUGENE HEIMANN CIR	RICHMOND	TX	77469	CON-SNT-4506E96+	\$ 1,040.00	\$ 1,108.38	\$ 1,008.75
FOX1450G6AD	WS-C4506E-56L-96V+	NEW	SNT	7-Mar-2012	8-Mar-2012	31-Mar-2013	404870356	FT BEND COUNTY JC 2C	1422 EUGENE HEIMANN CIR	RICHMOND	TX	77469	CON-SNT-4506E96+	\$ 1,040.00	\$ 1,108.38	\$ 1,008.75
SPE1515019H	WS-C4506E-56L-96V+	NEW	SNT	18-Jun-2012	19-Jun-2012	31-Mar-2013	403730571	FT BEND COUNTY Predict One	1517 EUGENE HEIMANN CIRCLE	RICHMOND	TX	77469	CON-SNT-4506E96+	\$ 1,040.00	\$ 814.90	\$ 700.00
FOX1415GZG6	WS-C4506-E	NEW	SNT		06-Jan-2012	31-Mar-2013	404321954	FT BEND COUNTY Predict Three	22333 GRAND CORNER DRIVE	KATY	TX	77494	CON-SNT-C4506E	\$ 1,848.00	\$ 2,278.36	\$ 1,959.25
FOX1505H8JS	WS-C4510RE-57+96V+	NEW	SHTP	8-Apr-2012	09-Apr-2012	08-Apr-2013	404870356	FT BEND COUNTY JC MER	1422 EUGENE HEIMANN CIR	RICHMOND	TX	77469	CON-SHTP-4510RES7	\$ 4,330.00	\$ 4,330.00	\$ 3,950.00
FCW15110EA	AIR-CT5508-50-K9	NEW	SHTP	27-Apr-2012	28-Apr-2012	27-Apr-2013	404870356	FT BEND COUNTY JC MER	1422 EUGENE HEIMANN CIR	RICHMOND	TX	77469	CON-SHTP-CTD850	\$ 2,880.00	\$ 2,880.00	\$ 2,476.00
FOX1513GBMV	WS-C4506E-56L-96V+	NEW	SHTP	18-Nov-2012	19-Nov-2012	31-Mar-2013	406427551	FT BEND COUNTY Travis Building	301 JACKSON ST 307 FORT STREET	RICHMOND	TX	77469	CON-SHTP-4506E96+	\$ 1,664.00	\$ 606.33	\$ 521.50
FOX1503GTD2	WS-C4506-E	NEW	SHTP		01-Jan-2012	31-Mar-2013	402925882	FT BEND COUNTY OEM	307 FORT STREET EMERGENCY MANAGEMENT	RICHMOND	TX	77469	CON-SHTP-C4506E	\$ 2,957.00	\$ 3,686.12	\$ 3,170.00
FOX1503HFJN	C4506-56L-C	NEW	SHTP		01-Jan-2012	31-Mar-2013	402925882	FT BEND COUNTY OEM	307 FORT STREET EMERGENCY MANAGEMENT	RICHMOND	TX	77469	CON-SHTP-4506E56L	\$ 2,957.00	\$ 3,686.12	\$ 3,170.00
FCW1449L0DN	AIR-CT5508-12-K9	NEW	SHTP		11-Dec-2011	31-Mar-2013	402925882	FT BEND COUNTY OEM	307 FORT STREET EMERGENCY MANAGEMENT	RICHMOND	TX	77469	CON-SHTP-CTD812	\$ 1,408.00	\$ 1,836.19	\$ 1,579.00
SMG0751A0NB	WS-C6509	NEW	SHTP		01-Jan-2012	30-Nov-2012	402284599	FT BEND COUNTY Jane Long	500 LIBERTY ST - STE 212	RICHMOND	TX	77469	CON-SHTP-W6509E05	\$ 13,650.00	\$ 12,490.68	\$ 10,742.00
FOCI402F0CS	AIR-WLC4402-12-K9	NEW	SHTP		4-Feb-2012	05-Feb-2012	402284599	FT BEND COUNTY Jane Long	500 LIBERTY ST - STE 212	RICHMOND	TX	77469	CON-SHTP-WC440212	\$ 1,280.00	\$ 1,472.88	\$ 1,266.50
FCW1509L087	AIR-CT5508-50-K9	NEW	SHTP		14-Mar-2012	15-Mar-2012	404937935	FT BEND COUNTY Jane Long	500 LIBERTY ST - STE 212	RICHMOND	TX	77469	CON-SHTP-CTD850	\$ 2,880.00	\$ 3,014.14	\$ 2,592.00
JMX12411011	ASAS510-AIP10-K9	NEW	SU3		16-Nov-2012	17-Nov-2012	406427551	FT BEND COUNTY Med Clinic	301 JACKSON ST 307 FORT STREET	RICHMOND	TX	77469	CON-SU3-AS1A10K9	\$ 1,682.00	\$ 622.11	\$ 535.00
JMX1028K1W5	ASAS510-AIP10-K9	NEW	SU3		4-Feb-2012	05-Feb-2012	402925882	FT BEND COUNTY OEM	307 FORT STREET EMERGENCY MANAGEMENT	RICHMOND	TX	77469	CON-SU3-AS1A10K9	\$ 1,682.00	\$ 1,935.45	\$ 1,664.50
JMX1028K1W6	ASAS510-AIP10-K9	NEW	SU3		4-Feb-2012	05-Feb-2012	402925882	FT BEND COUNTY OEM	307 FORT STREET EMERGENCY MANAGEMENT	RICHMOND	TX	77469	CON-SU3-AS1A10K9	\$ 1,682.00	\$ 1,935.45	\$ 1,664.50
JMX1332L0BR	ASAS540-AIP40-K9	NEW	SU3		4-Feb-2012	05-Feb-2012	403368625	FT BEND COUNTY Jane Long	500 LIBERTY ST - STE 212	RICHMOND	TX	77469	CON-SU3-AS44A0K9	\$ 8,954.00	\$ 10,303.23	\$ 8,860.75
JMX1332L0B5	ASAS540-AIP40-K9	NEW	SU3		4-Feb-2012	05-Feb-2012	403368625	FT BEND COUNTY Jane Long	500 LIBERTY ST - STE 212	RICHMOND	TX	77469	CON-SU3-AS44A0K9	\$ 8,954.00	\$ 10,303.23	\$ 8,860.75
FDO142020X8	WS-C3750V2-24PS-E	NEW	SNT		30-Dec-2011	31-Mar-2013	404291646	Medic One	4332 Hwy 36	ROSENBERG	TX	77471	CON-SNT-3750V224	\$ 503.00	\$ 1,629.78	\$ 541.50
FDO1544K1XK	WS-C3750X-48PF-L	NEW	SNT		30-Nov-2012	01-Dec-2012	403587350	Travis 2nd Floor	301 JACKSON ST	RICHMOND	TX	77469	CON-SNT-3750X4FL	\$ 550.00	\$ 182.33	\$ 157.00
FDO1544K1YZ	WS-C3750X-48PF-L	NEW	SNT		30-Nov-2012	01-Dec-2012	403587350	Travis 2nd Floor	301 JACKSON ST	RICHMOND	TX	77469	CON-SNT-3750X4FL	\$ 550.00	\$ 182.33	\$ 157.00
FDO1541P0K1	WS-C3750X-48PF-S	NEW	SNT		13-Nov-2012	31-Mar-2013	406427551	Travis 6th Floor	301 JACKSON ST	RICHMOND	TX	77469	CON-SNT-3750X4FS	\$ 700.00	\$ 264.66	\$ 227.50
EDO1426P0MK	WS-C3750X-48P	NEW	SNT		18-Jan-2012	31-Mar-2013	406427551	Travis	301 JACKSON ST	RICHMOND	TX	77469	CON-SNT-3750X4FS	\$ 700.00	\$ 840.00	\$ 722.50
FDO1451K18J	WS-C3750X-48PF-S	NEW	SNT		09-Jan-2012	31-Mar-2013	408206953	Mo City Annex	303 TEXAS PKWY	MISSOURI CITY	TX	77489	CON-SNT-3750X4FS	\$ 700.00	\$ 857.26	\$ 735.75
FDO1451K19H	WS-C3750X-48PF-S	NEW	SNT		09-Jan-2012	31-Mar-2013	408206953	Mo City Annex	303 TEXAS PKWY	MISSOURI CITY	TX	77489	CON-SNT-3750X4FS	\$ 700.00	\$ 857.26	\$ 735.75
FDO1517P0YM	WS-C3750X-48PF-S	NEW	SNT		09-Jan-2012	31-Mar-2013	408206953	Mo City Annex	303 TEXAS PKWY	MISSOURI CITY	TX	77489	CON-SNT-3750X4FS	\$ 700.00	\$ 857.26	\$ 735.75
FDO1451R04D	WS-C3750X-48PF-S	NEW	SNT		18-Jan-2012	31-Mar-2013	408206953	Mo City Annex	303 TEXAS PKWY	MISSOURI CITY	TX	77489	CON-SNT-3750X4FS	\$ 700.00	\$ 840.00	\$ 722.50
FDO1543R0HL	WS-C3750X-24P-S	NEW	SNT		5-Nov-2012	06-Nov-2012	407252256	Narcotics	4310 FM 2218 RD	RICHMOND	TX	77469	CON-SNT-3750X2PS	\$ 700.00	\$ 700.00	\$ 642.00
FDO142020Y9	WS-C3750V2-24PS-E	NEW	SNT		30-Dec-2011	31-Mar-2013	404291646	Medic One	4332 Hwy 36	ROSENBERG	TX	77471	CON-SNT-3750V224	\$ 503.00	\$ 1,629.78	\$ 541.50

3-2-12 copy received

## CISCO INFORMATION - Maintenance & TAC

### Maintenance Terms -

\*Co-Terminate - all the items on the contract have the same End Date regardless of the start date. Also, any items added to the contract will assume the same End Date as the other Cisco Hardware or Software.

\*\*EOS - End Of Support (Service) it is the last date to receive service and support for the product. After this date, all support services for the product are unavailable, and the product becomes obsolete.

In Parent Unit - EOS - End Of Support (Service) it is the last date to receive service and support for the product. After this date, all support services for the product are the product are unavailable, and the product becomes obsolete.

\*Cisco Software Application Support (SAS) - Includes 24-hour technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and the Web, online tools, plus bug fixes, maintenance, and minor releases for the software application.

\*Essential Software & Unified Communication Subscription Services (ESW & UCSS) - Includes 24-hour technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and the Web, online tools, plus bug fixes, maintenance, minor releases, and major releases (Upg).

\*SMARTnet Standard 8x5xNBD (SNT) - Next-business-day delivery of advance replacement parts, provided the request is received prior to 3pm local time.

\*Cisco Services for IPS 8x5xNBD (SU1) - IPS Signature Updates and Next-business-day delivery of advance replacement parts, provided the request is received prior to 3pm local time.

\*SMARTnet Enhanced 8x5x4 (SNIE) - Four business-hour response time for advanced replacement parts from 9am to 5pm local time, Monday through Friday, excluding Cisco observed holidays.

\*Cisco Services for IPS 8x5x4 (SU2) - IPS Signature Updates and Four business-hour response time for advanced replacement parts from 9am to 5pm local time, Monday through Friday, excluding Cisco observed holidays.

\*SMARTnet Premium 24x7x4 (SNTIP) - Four-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays.

- \*Cisco Services for IPS 7x24x4 (SU3)** - IPS Signature Updates and Four-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays.
- \*SMARTnet Premium 24x7x2 (S2P)** - Two-hour response time for advance replacement parts 24 hours a day, 7 Days a week, including Cisco observed holidays. (Needs to be Approved by Cisco before booking for availability.)
- \*Cisco Services for IPS 24x7x2 (SU4)** - IPS Signature Updates and Two-hour response time for advance replacement parts 24 hours a day, 7 Days a week, including Cisco observed holidays. (Needs to be Approved by Cisco before booking for availability.)
- \*SMARTnet Onsite NBD (OS/CS)** - Next-business-day onsite service with parts (Monday through Friday, excluding Cisco-observed holidays) for onsite hardware maintenance, provided the call was placed with Cisco before 3pm local time. Includes onsite Field Engineer to install replacement parts.
- \*Cisco Services for IPS Onsite Engineer 8x5xNBD (SU01)** - IPS Signature Updates and Next-business-day onsite service with parts (Monday through Friday, excluding Cisco-observed holidays) for onsite hardware maintenance, provided the call was placed with Cisco before 3pm local time. Includes onsiteField Engineer to install replacement parts.
- \*SMARTnet Onsite 8x5x4 (OSE/C4S)** - Four-hour business response time for onsite service coverage with parts from 9am to 5pm local time Monday through Friday, excluding Cisco observed holidays. Includes onsite Field Engineer to install replacement parts.
- \*Cisco Services for IPS Onsite Engineer 8x5x4 (SU02)** - IPS Signature Updates and Four-hour business response time for onsite service coverage with parts from 9am to 5pm local time Monday through Friday, excluding Cisco observed holidays. Includes onsite Field Engineer to install replacement parts.
- \*SMARTnet Onsite 24x7x4 (OSP/C4P)** - Four-hour onsite service and parts, 24 hours a day, 365 days a year, including Cisco and locally observed holidaysfor onsite hardware maintenance. Includes onsite Field Engineer to install replacement parts.
- \*Cisco Services for IPS Onsite Engineer 24x7x4 (SU03)** - IPS Signature Updates and Four-hour onsite service and parts, 24 hours a day, 365 days a year, including Cisco and locally observed holidays for onsite hardware maintenance. Includes onsite Field Engineer to install replacement parts.
- \*SMARTnet Onsite 24x7x2 (C2P)** - Two-hour onsite service and parts, 24 hours a day, 365 days a year, including Cisco and locally observed holidays for onsite hardware maintenance. Includes onsite Field Engineer to install replacement parts. (Needs to be Approved by Cisco before booking for availability.)

All

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**NWN Corporation**

**URL** [Vendor Website](#)  
**Vendor ID** 1043532235800  
**HUB Type** Woman Owned  
 E-Rate Qualified

**DIR Contract Number** DIR-SDD-1366  
**Contract Term End Date** 5/14/2013  
**Contract Exp Date** 5/14/2014

**How to Order**

1. For product and pricing information, visit the [NWN Corporation](#) website or contact [Shearrard Thomas](#) at (281) 506-1112.
2. Generate a purchase order, made payable to NWN Corporation. You must reference the DIR Contract Number **DIR-SDD-1366** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

**NWN Corporation**

**Contact** [Shearrard Thomas](#)  
**Phone** (281) 506-1112  
**Fax** 291-983-5599

**DIR**

**Contact** [Kathy Fleming](#)  
**Phone** (512) 936-9864  
**Fax** (512) 475-4759

**Contract Overview**

[Get Adobe Reader](#)

**Contract:** [DIR-SDD-1366](#)

**Standard Terms and Conditions PDF - 247 KB**

This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

**HUB Subcontracting Plan (HSP) PDF - 366 KB | Updated 06/10/2010**

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

**Pricing PDF - 123 KB | Updated 04/29/2011**

Pricing for available products and/or services under this contract are limited to those identified in the appendix.

**Electronic and Information Resources (EIR) Accessibility**

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

**Available Brands**

Cisco

**Available Products & Services**

Networking Equipment  
Tele - Network Services

**Additional Contract Information**

[Appendix D, Master Lease Agreement](#) (205 KB)  
[Amendment 1](#) (99 KB)  
[Amendment 2](#) (85 KB)

[< No thanks, return to search](#)

**Reseller Vendor Contacts**

There are no resellers associated with this contract

[Capitol Complex Directory](#)  
[Statewide Search](#)  
[Sponsored Sites](#)  
[Planned Procurement Schedule](#)

[Document Library](#)  
[SAO Fraud Reporting](#)  
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[FAQs](#)  
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**Dept. of Information Resources**  
300 W. 15th St. Ste. 1300  
Austin, TX 78701 [MAP](#)  
(512) 475-4700

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Department of Information Resources 2010

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**NWN Corporation**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and NWN Corporation (hereinafter “Vendor”), with its principal place of business at 10661 Rockley Road, Houston, Texas 77099.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-153, on December 18, 2009, for Data Communications & Telecommunications Networking Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-153 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-SDD-TMP-153, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-153, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to those services specifically related to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

**A. Manufacturer's Suggested Retail Price (MSRP)**

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

**B. Customer Discount**

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C. Customer Discount includes the DIR administrative Fee specified in Section 5.

**C. Customer Price**

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

**D. DIR Administrative Fee**

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

**E. Shipping and Handling Fees**

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

**F. Tax-Exempt**

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

**H. Changes to Prices**

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one percent (1.00%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$1,000.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. **Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Sherry Parks, Director  
Contracting & Procurement Services  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700  
Facsimile: (512) 475-4759  
Email: [sherry.parks@dir.state.tx.us](mailto:sherry.parks@dir.state.tx.us)

If sent to the Vendor:

Sheppard Thomas  
NWN Corporation  
10661 Rockley Road  
Houston, Texas 77099  
Phone: (281) 506-1112  
Facsimile: (281) 983-5599  
Email: [SThomas@NWNIT.com](mailto:SThomas@NWNIT.com)

7. **Software License**

A. **Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

## 8. Intellectual Property Matters

### A. Definitions

1. "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

**B. Ownership.**

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday thru Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

**C. Further Actions.**

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's

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signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

**D. Waiver of Moral Rights.**

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**E. Confidentiality.**

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

**F. Injunctive Relief.**

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

**G. Return of Materials Pertaining to Work Product.**

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

**H. Vendor License to Use.**

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

**I. Third-Party Underlying and Derivative Works.**

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

**J. Agreement with Subcontracts.**

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

**K. License to Customer.**

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any

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means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

**L. Vendor Development Rights.**

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

**9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

No exceptions.

This Contract is executed to be effective as of the date of last signature.

**NWN Corporation**

Authorized By: Signature on File

Name: Sheppard Thomas

Title: Regional Vice President

Date: 5/13/10

**The State of Texas, acting by and through the Department of Information Resources**

Authorized By: Signature on File

Name: Cindy Reed

Title: Deputy Executive Director  
Operations & Statewide Technology Sourcing

Date: 5/14/10

Legal: cjk 5/14/10