



STATE OF OHIO VIRTUALIZATION PROGRAM ORDER FORM

This Virtualization Program Order Form (Order Form) shall evidence the licenses granted and services provided to the End User identified below subject to the terms and conditions contained in the VMware Master End User License Agreement ("EULA").

The parties agree as follows:

Upon payment of the applicable fees or internal funds transfer by End User to OARnet, and subject to the terms of the Virtualization Program Order Form and the EULA, End User shall have the right to deploy the Software selected in Attachment 1, solely within the United States.

All billing under this agreement will be on an annual basis. This agreement offers two options with regard to maintenance (SnS) service in Attachment 1.

Purchase Orders should be submitted with this Order Form. All checks should be made payable to The Ohio State University.

Terms and Conditions

1. Payment Terms

A. Product Rates:

End User shall pay to OARnet the amounts set forth in Attachment 1 for the Products and Services therein.

B. Payment and Fees:

Payment is due upon 30 days of receipt of invoice. Payments beyond 30 days past due will be subject to a \$50.00 late charge.

C. Failure to Pay:

Pursuant to Section 2 below, OARnet may terminate this Agreement or EULA and demand End User to no longer use the Product, upon the failure of End User to pay charges when due.

2. Term and Termination

The initial term of this Agreement shall commence on the date this Agreement is executed by both parties and shall continue for the term set forth in Attachment 1 or is otherwise terminated pursuant to the Agreement or the terms of the EULA.

OARnet may terminate this agreement upon 30 days' notice for End User's failure to pay invoices when due or immediately for material breach of any other term of this agreement and demand End User no longer uses the Product.

3. Limitation of Liability

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

4. Compliance with Applicable Law and Other Obligations

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

5. Governing Law and Jurisdiction

This agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction.

6. Entire Agreement; Amendments

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This agreement may not be modified by, and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing.

IN WITNESS WHEREOF, each party hereto warrants and represents that this Order Form has been executed by a duly authorized representative of such party, and it constitutes the legal, valid and binding obligation of such party.

OHIO ACADEMIC RESOURCES NETWORK - OARNET

End User: City of Columbus

By: _____

Signature: _____

Name: Pankaj Shah

Name: Ivan King

Title: Executive Director, OARnet

Title: Network Manager

Date: _____

Date: 2/7/2014

END USER CONTACT INFORMATION

Entity Name: _____	
Technical Contact (Primary):	Technical Contact (Secondary):
Name: <u>Wayne Gaiter</u>	Name: <u>Mike O'Donnel</u>
Address: <u>1601 Arlington Lane</u>	Address: <u>1601 Arlington Lane</u>
City/State/Zip: <u>Columbus, OH 43228</u>	City/State/Zip: <u>Columbus, OH 43228</u>
Phone: <u>614-645-5755</u>	Phone: <u>614-645-6355</u>
Email: <u>wgaiter@columbus.gov</u>	Email: <u>msodonnel@columbus.gov</u>
Billing Contact:	Administrative Contact:
Name: <u>DoT Fiscal Office</u>	Name: <u>Mark Freeman</u>
Address: <u>PO Box 2949</u>	Address: <u>1111 East Broad St-3rd Floor</u>
City/State/Zip: <u>Columbus, OH 43216</u>	City/State/Zip: <u>Columbus, OH 43205</u>
Phone: _____	Phone: <u>614-724-1521</u>
Email: _____	Email: <u>mafreeman@columbus.gov</u>

VENDOR PARTNER INFORMATION	
Company Name	
Representative Name	
Phone	
E-mail	

ATTACHMENT 1 - ORDER SUMMARY

NEW VMWARE LICENSES and MAINTENANCE									
VMware Products		License Fees			Maintenance Fees				
Product	Product Code	Qty	License Fee	License Total	SnS Term	SnS Fee	SnS Total	SnS Code	Total Cost
• vSphere Enterprise Plus (per CPU)	VSS-ENT-PL-C	24	\$1,284.41	\$30,825.84	1	\$568.10	\$13,634.40	VSS-ENT-PL-P-SSS-C	\$44,460.24
• vCenter Site Recovery Manager 5 Enterprise (25 VM Pack)	VC-SRM5-25E-C	6	\$4,578.75	\$27,472.50	1	\$1,528.15	\$9,168.90	VC-SRM5-25E-P-SSS-C	\$36,641.40
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
SubTOTAL:									\$81,101.64

EXISTING LICENSE UPGRADES		License Fees			Maintenance Fees				
Product	Product Code	Qty	License Fee	License Total	SnS Term	SnS Fee	SnS Total	SnS Code	Total Cost
									\$0.00
									\$0.00
SubTOTAL:									\$0.00

Professional Services Credits		Product Code	Qty	PSO Fee	PSO Total				
PSO Credits	SVC-20-CR80		250	\$84.00	\$21,000.00	<input checked="" type="checkbox"/> I want to save these PSO credits for future use. <input type="checkbox"/> I have selected a training course / consulting service to which the PSO credits will be applied. (Please complete Attachment 2.)			

VMware Courses & Professional Services [click here](#) for a list of **courses** and **professional service** options.

MAINTENANCE RENEWAL of EXISTING VMWARE LICENSES					
Product	Product Code	Qty	SnS Term	SnS Fee	SnS Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
SubTOTAL:					\$0.00

GRAND TOTAL
\$102,101.64

Purchase Orders must be submitted with this form. Vendor address on Purchase Order must be OARnet's address: 1224 Kinnear Rd., Columbus, OH 43212

Credit Card payment is accepted at time of order placement for a maximum of \$10,000.

Submit VMware Order Form & PO to:
 ATTN: Client Services Team
 E-mail (as PDF): vmware-stateofohio@oar.net
 Fax: 614-292-9390
 Mail: 1224 Kinnear Rd., Columbus, OH 43212

VMWARE TRAINING & CONSULTING FORM

ENTITY NAME: _____

TRAINING COURSES

Course Title: _____

Course SKU/Code: _____

Total PSOs Required: _____

Is the training a public course (open enrollment) or an on-site custom course? (Check one)

PUBLIC ON-SITE

If a public course, list location (City, State): _____

Training provider (VMware or reseller name): _____

Course Dates: _____

Number of Attendees: _____

COURSE ATTENDEES

Name: _____

Email: _____

Phone: _____

Name: _____

Email: _____

Phone: _____

Name: _____

Email: _____

Phone: _____

CONSULTING SERVICES

Service Name: _____

Service SKU/Code: _____

Total PSOs Required: _____

Consulting Date: _____

Visit <http://www.oar.net/services/vmware/docs/VMwareProfessionalServices.pdf> for a list of courses and professional service options.

Or click here:

VMware Courses & Professional Services