TO:	Brian Lenhart Systems Administrator City of Columbus 1111 E Broad St Columbus, OH 43205 USA	**FROM:** OARnet 1224 Kinnear Rd Columbus, OH 43212
EMAIL:	bslenhart@columbus.gov	**EMAIL:** oarnetvmware@oar.net **WEB:** www.oar.net
PHONE:	(614) 645-0373	**FAX:** (614) 292-9397

TERMS: OARnet-VMware ELA
Remit to: The Ohio State University
Accounts Receivable
PO Box 182905, Columbus, Ohio 43218-2905
Payment Terms: Net 30
Credit Cards: VISA/MasterCard/AMEX/DISCOVER (2.85% processing fee)

QUOTE NO:	38858973
QUOTE DATE:	10/07/2024
QUOTE EXPIRES:	11/21/2024
TOTAL QUOTE:	**$2,667,062.80**

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
		YEAR 1				
1	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2024 End Date: 07/30/2025	$95.00	$95.00	2,896	$275,120.00
2	ANS-VMW-FW-B	VMware Firewall (Bundle) (formerly NSX Professional or above) Start Date: 07/31/2024 End Date: 07/30/2025	$61.17	$61.17	2,896	$177,148.32
3	ANS-VMW-ALB	VMware Avi Load Balancer Net New (formerly NSX Advanced Load Balancer) End Date: 07/30/2025	$2,903.03	$2,903.03	8	$23,224.24
		YEAR 1 SUBTOTAL:				$475,492.56
		YEAR 2				
4	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2025 End Date: 07/30/2026	$105.00	$105.00	2,896	$304,080.00
5	ANS-VMW-FW-B	VMware Firewall (Bundle) (formerly NSX Professional or above) Start Date: 07/31/2025 End Date: 07/30/2026	$61.17	$61.17	2,896	$177,148.32
6	ANS-VMW-ALB	VMware Avi Load Balancer (formerly NSX Advanced Load Balancer) Start Date: 07/31/2025 End Date: 07/30/2026	$2,903.03	$2,903.03	8	$23,224.24
		YEAR 2 SUBTOTAL:				$504,452.56
		YEAR 3				
7	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2026 End Date: 07/30/2027	$115.00	$115.00	2,896	$333,040.00

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
8	ANS-VMW-FW-B	VMware Firewall (Bundle) (formerly NSX Professional or above) Start Date: 07/31/2026 End Date: 07/30/2027	$61.17	$61.17	2,896	$177,148.32
		YEAR 3 SUBTOTAL:				$510,188.32
		YAER 3				
9	ANS-VMW-ALB	VMware Avi Load Balancer (formerly NSX Advanced Load Balancer) Start Date: 07/31/2026 End Date: 07/30/2027	$2,903.03	$2,903.03	8	$23,224.24
		YAER 3 SUBTOTAL:				$23,224.24
		YEAR 4				
10	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2027 End Date: 07/30/2028	$125.00	$125.00	2,896	$362,000.00
11	ANS-VMW-FW-B	VMware Firewall (Bundle) (formerly NSX Professional or above) Start Date: 07/31/2027 End Date: 07/30/2028	$61.17	$61.17	2,896	$177,148.32
12	ANS-VMW-ALB	VMware Avi Load Balancer (formerly NSX Advanced Load Balancer) Start Date: 07/31/2027 End Date: 07/30/2028	$2,903.03	$2,903.03	8	$23,224.24
		YEAR 4 SUBTOTAL:				$562,372.56
		YEAR 5				
13	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2028 End Date: 07/30/2029	$135.00	$135.00	2,896	$390,960.00
14	ANS-VMW-FW-B	VMware Firewall (Bundle) (formerly NSX Professional or above) Start Date: 07/31/2028 End Date: 07/30/2029	$61.17	$61.17	2,896	$177,148.32
15	ANS-VMW-ALB	VMware Avi Load Balancer (formerly NSX Advanced Load Balancer) Start Date: 07/31/2028 End Date: 07/30/2029	$2,903.03	$2,903.03	8	$23,224.24
		YEAR 5 SUBTOTAL:				$591,332.56
		SUBTOTAL:				$2,667,062.80
		TOTAL QUOTE:				**$2,667,062.80**

Please note, by executing this quote, you agree to purchase the above software through July 30, 2029. You have the ability to pay for the entire amount or for the current year listed. This quote reflects current pricing and is valid through the above expiration date. Prior to submitting a PO, ensure this quote has not expired. If the quote has expired, please request a refreshed quote.

TO ORDER: Submit a copy of this quote along with your PO to: oarnetvmware@oar.net. Quote number should be referenced on your Purchase Order.

OARnet Terms and Conditions

The use of these products and services are governed by the following terms and conditions provided herein.

VMware by Broadcom Terms and Conditions
The terms and condition OARnet negotiated with VMware by Broadcom are shown in the VMware by Broadcom Foundation Agreement available for reveiw on the OARnet website at https://www.oar.net/services/application_services/vmware_broadcom. These terms and conditions cannot be changed.

OARnet Terms and Conditions
1. Payment Terms
Failure to Pay: End User shall pay to OARnet the amounts set forth for the Products and Services within this quote. Payment is due upon 30 days of receipt of invoice. Pursuant to Section 2 below, OARnet may terminate this Agreement and demand End User no longer use the Product upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest, and any collection fees as allowable under Ohio Revised Code

2. Term and Termination
The initial term of this Agreement shall commence on the date this Agreement is executed and shall continue until July 30, 2029. OARnet may terminate this Agreement upon 30 days' notice for End User's failure to pay invoice(s) when due or immediately for material breach of any other term of this Agreement and demand End User no longer use the Product. If the Term of this Agreement extends into fiscal years subsequent such continuation may be contingent upon the appropriation of funds from the Ohio Legislature or Controlling Board or legal funding entity. If such funds are not appropriated, End User may terminate this Agreement in whole upon written notice to OARnet.

3. Early Termination
In the event of Early Termination, the End User will be responsible for 100% of the unpaid balance for the remaining term of the contract unless the termination is the result of a non-appropriation of funds.

4. 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.

5. 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.

7. 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

8. 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. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

END USER CONTACT INFORMATION

Entity/Customer/End User Name: _____

Portal Folder Name (if known): _____

Technical Contact (Primary):

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Billing Contact:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

IN WITNESS WHEREOF, customer hereto warrants and represents that this order form has been executed by a duly authorized representative, and it constitutes the legal, valid, and binding obligation.

Signature: _____

Name: _____

Title: _____

Date: _____