



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"). A copy of the EULA is located at the OARnet website (www.ohio.gov.net/services/vmware/docs/Ohio_EULA.pdf). The terms of the EULA on the OARnet website supersede any click to accept EULA embedded in the Software downloaded from VMware. The terms of the EULA located at the OARnet website are incorporated by reference as if fully rewritten herein. Where applicable, the defined terms in the EULA shall have the same meaning in this Order Form. This Order Form shall not be amended in any manner (e.g., act, custom, e-mail, etc.) and no other agreement between the parties shall be effected except pursuant to a writing signed by OARnet and End User.

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. Under this program the State has the option to purchase new software, which includes the license and support and service for the products shown in Attachment 1. For all new software on this order, all related support and services will be delivered at the platinum level.

All billing under this agreement will be on an annual basis. This agreement offers two options with regard to maintenance (SaaS) service in Attachment 1. The first option is to select the term for maintenance and if more than one year term is selected you have the option to be billed in advance for all the years in the term or be billed each year for the maintenance. We understand that your budget and funding will determine your choice.

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

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. Accounts that are not collectable by OARnet may be turned over to an outside collection agency for collection. If your account is turned over for collection, End User agrees to pay the company a "Processing and Collection" Fee of not less than \$50 or more than \$150.

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. 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.

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

End User Contact Information

Entity Name: _____

Technical Contact Primary:

Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

Technical Contact Secondary:

Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

Billing Contact:

Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

Administrative Contact:

Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

Please provide your e-mail domain name extension (e.g., @das.state.oh.us or @oit.ohio.gov). VMware will create a customer account to be used to access the VMware Portal for information on: VMware implementation, product downloads and keys as well as for product support updates.
Note: The VMware customer account will identify your contract as platinum level support.

Domain Name: _____

Vendor Partner (if appropriate):

Company Name: _____
Representative Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____
Fax: _____

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

By: _____
Name: Pankaj Shah
Title: Executive Director, OARNet
Date: _____

End User: _____
Signature: _____
Name: _____
Title: _____
Date: _____

Effective Date: _____

(if blank, then the Effective Date is the last indicated date of execution)

Purchase Orders must be submitted with this form. Please submit them together by any of the following means:
- Fax to 614-292-0300 (attention Client Services Team)
- E-mail as a PDF file to vmware-stateofohio@oar.net
- Mail to 1224 Khinear Rd., Columbus, OH 43212 (attention Client Services Team)

Attachment 1

VMware New Product Pricing

VMware Products		License Fees			Maintenance Fees				Total Cost
Product	Product Code	Quantity	License Fee	License Total	SnS Term	SnS Fee	SnS Total	SnS Code	
View Enterprise (purchased in multiples of 10)	VU4-EN-STR-C	0	\$55.13	\$0.00	0	\$24.38	\$0.00		\$0.00
View Premier Upgrade (purchased in multiples of 10)	VU4-PR-LI10-C	0	\$36.75	\$0.00	0	\$16.14	\$0.00		\$0.00
Site Recovery Manager (per CPU)	VI-SRM-C	0	\$643.13	\$0.00	0	\$284.38	\$0.00		\$0.00
Site Recovery Manager (per VM) - 25 VM Pack	VC-SRM-25VM-C	0	\$4,207.50	\$0.00	0	\$1,848.21	\$0.00		\$0.00
Lab Manager	VC-VLM4-C	0	\$475.91	\$0.00	0	\$210.44	\$0.00		\$0.00
Virtual Center Standard	VC6-STD-C	1	\$1,835.66	\$1,835.66	1	\$811.85	\$811.85	VCS-STD-P-555-C	\$2,647.51
ThinApp Suite	THIN4-STE-C	0	\$1,897.50	\$0.00	0	\$812.50	\$0.00		\$0.00
ThinApp Client (minimum quantity of 10)	THIN4-CL-C	0	\$14.33	\$0.00	0	\$8.34	\$0.00		\$0.00
Fusion (minimum quantity of 10)	FUS3-M-CE	0	\$15.00	\$0.00					\$0.00
Fusion Support Pack (Maintenance Only)	FUS-SUP-1PAK	0							\$0.00
vSphere 4, Enterprise (Per Processor)	VS4-ENT-C	0	\$1,056.56	\$0.00	0	\$467.35	\$0.00		\$0.00
vSphere 4, Enterprise Plus (Per Processor)	VS4-ENT-PL-C	0	\$1,284.41	\$0.00	0	\$588.10	\$0.00		\$0.00
vSphere 4, Enterprise to Enterprise Plus	VS4-ENT-ENT-PL-UG-C	20	\$276.91	\$5,538.20	1	\$508.10	\$11,362.00	VS4-ENT-PL-P-555-C	\$16,900.20
Cisco Nexus 1000V	CISCO-N1K-V	0	\$255.41	\$0.00	0	\$112.94	\$0.00		\$0.00
vCenter Server Heartbeat	VCHB-VCMS-C	0	\$3,673.16	\$0.00	0	\$1,613.21	\$0.00		\$0.00
vCenter AppSpeed (per CPU)	VC-APSPD-C	0	\$476.00	\$0.00	0	\$209.05	\$0.00		\$0.00
vCenter AppSpeed (per VM) - 25 VM Pack	VC-APS-25VM-C	0	\$1,402.50	\$0.00	0	\$619.29	\$0.00		\$0.00
vCenter Chargeback (per CPU)	VC-CHBK-C	0	\$286.00	\$0.00	0	\$126.49	\$0.00		\$0.00
vCenter Chargeback (per VM) - 25 VM Pack	VC-CB-25VM-C	0	\$467.50	\$0.00	0	\$205.65	\$0.00		\$0.00
vCenter CapacityIQ	VC-CIQ-C	0	\$186.00	\$0.00	0	\$82.67	\$0.00		\$0.00
Workstation (Win) (minimum quantity of 10)	WS7-ENG-LW-CP	0	\$76.40	\$0.00					\$0.00
Workstation (Linux) (minimum quantity of 10)	WS7-ENG-LW-CP	0	\$76.40	\$0.00					\$0.00
Workstation (Win) Support Pk (inc 10) Maint. Only	WS-SUP-1PAK	0				\$53.90	\$0.00		\$0.00
Workstation (Linux) Support Pk (inc 10) Maint. Only	WS-SUP-1PAK	0				\$53.90	\$0.00		\$0.00
vCloud Director (25 VM Pack)	VC-CD-25VM-C	0	\$1,402.50	\$0.00	0	\$619.29	\$0.00		\$0.00
vShield Edge (25 VM Pack)	VS-EDG-25VM-C	0	\$1,402.50	\$0.00	0	\$616.29	\$0.00		\$0.00
vShield Edge 25 VM Add-on for vCloud Director	VC-CDE25-AD-C	0	\$1,028.50	\$0.00	0	\$452.03	\$0.00		\$0.00
vShield Endpoint (25 VM Pack)	VS-EPT-25VM-C	0	\$467.50	\$0.00	0	\$205.65	\$0.00		\$0.00
vShield App (25 VM Pack)	VS-APP-25VM-C	0	\$1,402.50	\$0.00	0	\$619.29	\$0.00		\$0.00
vShield Endpoint (25 VM Pk) upgr. to vShield App	VS-EPT-APP-25VM-UG-C	0	\$1,028.50	\$0.00	0	\$452.03	\$0.00		\$0.00
Configuration Manager Instance	VC-CM-C	0	\$7,480.00	\$0.00	0	\$3,285.14	\$0.00		\$0.00
Configuration Manager Workstation-Linux or Mac	VC-CMWL-C	0	\$14.96	\$0.00	0	\$6.57	\$0.00		\$0.00
Configuration Manager Workstation-Windows	VC-CMWW-C	0	\$14.96	\$0.00	0	\$6.57	\$0.00		\$0.00
Configuration Manager Server-Linux or Mac	VC-CMSL-C	0	\$297.33	\$0.00	0	\$130.76	\$0.00		\$0.00
Configuration Manager Server-Windows	VC-CMSW-C	0	\$297.33	\$0.00	0	\$130.76	\$0.00		\$0.00
Application Discovery Manager Instance	VC-ADM-C	0	\$7,490.00	\$0.00	0	\$3,285.14	\$0.00		\$0.00
Application Discovery Manager Server	VC-ADMS-C	0	\$91.83	\$0.00	0	\$40.07	\$0.00		\$0.00
*Zimbra Archiving & Discovery 250 MBX	ZADGE-250PK-LSSP-C	0	\$1,906.74	\$0.00	0	\$669.94	\$0.00		\$0.00
*Zimbra Collaboration Suite: Prof Edition 250 MBX	ZCSPE-250PK-LSSP-C	0	\$1,887.48	\$0.00	0	\$663.18	\$0.00		\$0.00
Production Support-SLES (per Host) Maint. Only	SLES-HOST-P-555-C	0			0	\$1,089.00	\$0.00		\$0.00
Long Term Support-SLES(max 100 hosts) Maint. Only	SLES-100-LTSS-C	0			0	\$59,400.00	\$0.00		\$0.00
Long Term Support-SLES(101-500 hosts) Maint. Only	SLES-500-LTSS-C	0			0	\$79,200.00	\$0.00		\$0.00
Long Term Support-SLES(unlimited hosts) Maint. Only	SLES-UL-LTSS-C	0			0	\$123,750.00	\$0.00		\$0.00
Total Cost:									\$19,547.71

NOTES:
 All product support under this contract is at the VMware Platinum Level.
 All products require the license and maintenance to be purchased from QARnet.
 If you would like an SnS term over three years please contact your QARnet representative to discuss.
 * - ZIMBRA products are Premise-Based.

Professional Services for training and support under this agreement: *See Attachment 3 for Professional Service Options. (page 6)
 **Please complete Attachment 2 if ordering Professional Services (PSO credits). (page 6)

Product	Product Code	Cost per credit	Quantity	Total Cost
Professional Services	SVC-20-CR80	\$84.00	0	\$0.00

GRAND TOTAL	\$19,547.71
-------------	-------------

(Optional)

MAINTENANCE RENEWAL

*For the renewal of maintenance on existing licenses ONLY.

VMware Maintenance Renewal Pricing

Product	Product Code	Quantity	SnS Term	SnS Fee	SnS Total
View Enterprise		0	0	\$24.38	\$0.00
View Premier Upgrade		0	0	\$16.14	\$0.00
Lifecycle Manager		0	0	\$145.44	\$0.00
Site Recovery Manager (per CPU)		0	0	\$284.38	\$0.00
Site Recovery Manager (per VM) - 25 VM Pack		0	0	\$1,848.21	\$0.00
Mgmt. & Auto. Bundle		0	0	\$649.35	\$0.00
Lab Manager		0	0	\$210.44	\$0.00
Virtual Center Standard		0	0	\$811.85	\$0.00
ThinApp Suite		0	0	\$812.50	\$0.00
ThinApp Client		0	0	\$6.34	\$0.00
vSphere 4, Enterprise (Per Processor)		0	0	\$467.35	\$0.00
vSphere 4, Enterprise Plus (Per Processor)		0	0	\$558.10	\$0.00
Cisco Nexus 1000V		0	0	\$112.84	\$0.00
vCenter Server Heartbeat		0	0	\$1,613.21	\$0.00
vCenter AppSpeed (per CPU)		0	0	\$209.05	\$0.00
vCenter AppSpeed (per VM) - 25 VM Pack		0	0	\$616.29	\$0.00
vCenter Chargeback (per CPU)		0	0	\$126.48	\$0.00
vCenter Chargeback (per VM) - 25 VM Pack		0	0	\$205.65	\$0.00
vCenter CapacityIQ		0	0	\$82.57	\$0.00
vCloud Director (25 VM Pack)		0	0	\$816.29	\$0.00
vShield Edge (25 VM Pack)		0	0	\$816.29	\$0.00
vShield Edge 25 VM Add-on for vCloud Director		0	0	\$452.03	\$0.00
vShield Endpoint (25 VM Pack)		0	0	\$205.65	\$0.00
vShield App (25 VM Pack)		0	0	\$616.29	\$0.00
vShield Endpoint (25 VM Pk) upgr. to vShield App		0	0	\$816.29	\$0.00
Configuration Manager Instance		0	0	\$3,285.14	\$0.00
Configuration Manager Workstation-Linux or Mac		0	0	\$6.57	\$0.00
Configuration Manager Workstation-Windows		0	0	\$6.57	\$0.00
Configuration Manager Server-Linux or Mac		0	0	\$130.76	\$0.00
Configuration Manager Server-Windows		0	0	\$130.76	\$0.00
Application Discovery Manager Instance		0	0	\$3,285.14	\$0.00
Application Discovery Manager Server		0	0	\$40.07	\$0.00
Zimbra Archiving & Discovery 250 MBX		0	0	\$689.94	\$0.00
Zimbra Collaboration Suite: Prof Edition 250 MBX		0	0	\$689.18	\$0.00
Production Support (per HOST) for SLES		0	0	\$1,089.00	\$0.00
Long Term Support- SLES (up to 100 hosts)		0	0	\$59,400.00	\$0.00
Long Term Support- SLES (101-500 hosts)		0	0	\$79,200.00	\$0.00
Long Term Support- SLES (Unlimited hosts)		0	0	\$123,750.00	\$0.00
				Total Cost:	\$0.00

NOTES:

All product support under this contract is at the VMware Platinum Level

If you would like an SnS term over three years please contact your OARnet representative to discuss.

TOTAL PLUS ATTACHMENT 1:

\$19,547.71

Attachment 2

Virtualization Training Coordination Form

State of Ohio Virtualization Training Coordination Form

Entity Name: _____

Is the training a publicly offered course or an onsite custom course (check one)?

Public _____ Onsite Custom _____

Course Title: _____

Dates of Course: _____ Number of Attendees: _____

If not On-Site, List Location (City, State): _____

List Name of Training Provider (VMware or Reseller Name): _____

List Course Attendees:

Name: _____
Email: _____
Phone Number: _____

Name: _____
Email: _____
Phone Number: _____

Name: _____
Email: _____
Phone Number: _____

Name: _____
Email: _____
Phone Number: _____

Name: _____
Email: _____
Phone Number: _____

Name: _____
Email: _____
Phone Number: _____

Attachment 3

Education Classes for PSO Purchase

SKU Name	Service Name	Description	Dur. (Days)	PSO Credits
EDU-VV4S1CM-OE	VMware View 4.5: Install, Configure, Manage - Open Enroll.	Open Enrollment	4	30
EDU-VV4S1CM-OS	VMware View 4.5: Install, Configure, Manage - Onsite	On Site (Max 12)	4	272
EDU-VV4S1CM-XP	VMware View 4.5: Install, Configure, Manage - Extra Student	On Site Extra Student	4	25
EDU-VMWTA-OE	Application Virtualization w/ VMware ThinApp - Open Enroll.	Open Enrollment	1	8
EDU-VMWTA-OS	Application Virtualization w/ VMware ThinApp - Onsite	On Site (Max 12)	1	85
EDU-VMWTA-XP	Application Virtualization w/ VMware ThinApp - Extra Student	On Site Extra Student	1	7
EDU-VS41CM-OE	VMware vSphere 4.1: Install, Configure, Manage - Open Enroll.	Open Enrollment	5	35
EDU-VS411CM-OS	VMware vSphere 4.1: Install, Configure, Manage - Onsite	On Site (Max 12)	5	335
EDU-VS411CM-XP	VMware vSphere 4.1: Install, Configure, Manage - Extra Student	On Site Extra Student	5	32
EDU-VS4OV-OE	VMware vSphere 4: Overview - Open Enrollment	Open Enrollment	1	1
EDU-VS4OV-OS	VMware vSphere 4: Overview - Onsite	On Site (Max 12)	1	85
EDU-VS4OV-XP	VMware vSphere 4: Overview - Extra Student	On Site Extra Student	1	7
EDU-VS4MA-OE	VMware vSphere 4: Manage Availability - Open Enrollment	Open Enrollment	1	8
EDU-VS4MA-OS	VMware vSphere 4: Manage Availability - Onsite	On Site (Max 12)	1	85
EDU-VS4MA-XP	VMware vSphere 4: Manage Availability - Extra Student	On Site Extra Student	1	7
EDU-VS4TR-OE	VMware vSphere 4: Troubleshooting - Open Enrollment	Open Enrollment	4	33
EDU-VS4TR-OS	VMware vSphere 4: Troubleshooting - Onsite	On Site (Max 12)	4	302
EDU-VS4TR-XP	VMware vSphere 4: Troubleshooting - Extra Student	On Site Extra Student	4	28
EDU-VS4WN-OE	VMware vSphere 4: What's New - Open Enrollment	Open Enrollment	2	15
EDU-VS4WN-OS	VMware vSphere 4: What's New - Onsite	On Site (Max 12)	2	147
EDU-VS4WN-XP	VMware vSphere 4: What's New - Extra Student	On Site Extra Student	2	13
EDU-VS4SO-OE	VMware vSphere 4: Skills for Operators - Open Enrollment	Open Enrollment	2	15
EDU-VS4SO-OS	VMware vSphere 4: Skills for Operators - Onsite	On Site (Max 12)	2	152
EDU-VS4SO-XP	VMware vSphere 4: Skills for Operators - Extra Student	On Site Extra Student	2	13
EDU-VS4DW-OE	VMware vSphere 4: Design Workshop - Open Enrollment	Open Enrollment	3	28
EDU-VS4DW-OS	VMware vSphere 4: Design Workshop - Onsite	On Site (Max 12)	3	212
EDU-VS4DW-XP	VMware vSphere 4: Design Workshop - Extra Student	On Site Extra Student	3	19
EDU-VS4MP-OE	VMware vSphere 4: Manage for Performance - Open Enroll.	Open Enrollment	3	25
EDU-VS4MP-OS	VMware vSphere 4: Manage for Performance - Onsite	On Site (Max 12)	3	232
EDU-VS4MP-XP	VMware vSphere 4: Manage for Performance - Extra Student	On Site Extra Student	3	20
EDU-SRM10-OE	Site Recovery Manager 1.0 - Open Enrollment	Open Enrollment	2	17
EDU-SRM10-OS	Site Recovery Manager 1.0 - Onsite	On Site (Max 12)	2	162
EDU-SRM10-XP	Site Recovery Manager 1.0 - Extra Student	On Site Extra Student	2	14
EDU-LM4-OE	Using VMware vCenter Lab Manager - Open Enrollment	Open Enrollment	1	8
EDU-LM4-OS	Using VMware vCenter Lab Manager - Onsite	On Site (Max 12)	1	85
EDU-LM4-XP	Using VMware vCenter Lab Manager - Extra Student	On Site Extra Student	1	7
EDU-VC1OVR-OE	VMware vCloud 1.0: Overview - Open Enrollment	Open Enrollment	1	8
EDU-VC1OVR-OS	VMware vCloud 1.0: Overview - Onsite	On Site (Max 12)	1	85
EDU-VC1OVR-XP	VMware vCloud 1.0: Overview - Extra Person	On Site Extra Student	1	7

Consulting Services for PSO Purchase

SKU Name	Service Name	Duration (Days)	PSO Credits
CON-TAM	Technical Account Manager (TAM)	n/a	631
CON-ESX-P2V	VMware Physical to Virtual Migration Jumpstart	2	71
CON-ESXVC-JS	VMware vSphere Jumpstart	3	111
CON-ESXVCP2V-JS	VMware vSphere with Physical to Virtual Migration Jumpstart	4	146
CON-ESX-HC-AW	VMware vSphere Health Check	3	101
CON-ESX-SCON	VMware Virtualization Assessment	3	211
CON-LM-JS	VMware vCenter Lab Manager Jumpstart	2	71
CON-ESXVC-LM-JS	VMware vSphere with vCenter Lab Manager Jumpstart	4	146
CON-VIEW-JS	VMware View Manager Jumpstart	3	101
CON-ESXVC-VIEW-JS	VMware vSphere with View Manager Jumpstart	4	146
CON-VP-BAS	VMware View Infrastructure Pilot Service - Basic	15	407
CON-VP-STAN	VMware View Infrastructure Pilot Service - Standard	25	666
CON-THIN-JS	VMware ThinApp Application Virtualization Jumpstart	2	71
CON-LCM-JS	VMware vCenter Lifecycle Manager Jumpstart	2	71
CON-ESXVCSM-JS	VMware vSphere Jumpstart with vCenter Stage Manager	4	146
CON-SRM-JS	VMware vCenter Site Recovery Manager Jumpstart	3	111
CON-ESX-CB-ADD	VMware Consolidated Backup Jumpstart Add-on	1	41
CON-THIN-JS-ADD	VMware ThinApp Jumpstart Add-on	1	41
CON-LCM-ADD	VMware vCenter Lifecycle Manager Add-On	1	41
CON-ESX-UPG	VMware vSphere Upgrade Service	n/a	131