**OHIO STATE UNIVERSITY 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.oar.net/services/vmware/docs/Ohio_EULA. pdf). The terms of the EULA on the OARnet website supersedes 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 through purchase order 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. There are two options which are available to Higher Education: Option 1 is the purchase of new software, which includes the license and support and service for the products shown in Section A of Attachment 1. All support and service acquired under this agreement is at the platinum level. Option 2 is a conversion program where Higher Education can convert their maintenance (SnS) costs from an existing VMware product to the costs set forth in Attachment 1. This option is only available on non-prepaid maintenance for the virtualization products identified in Section B of Attachment 1. For all new and converted software on this order, all related support and service will be delivered at the platinum level.

Note: if you have standard licenses for ESX and wish to convert to Option 2, the license must be upgraded to enterprise level and the maintenance fees are shown in Section B of Attachment 1.

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. 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 1or 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: _____

| **Primary Technical Contact** | **Secondary Technical Contact** |
|---|---|
| Name: _____ | Name: _____ |
| Address: _____ | Address: _____ |
| City, State, Zip: _____ | City, State, Zip: _____ |
| Phone: _____ | Phone: _____ |
| E-mail: _____ | E-mail: _____ |

| **Billing Contact** | **Administrative Contact** |
|---|---|
| Name: _____ | Name: _____ |
| Address: _____ | Address: _____ |
| City, State, Zip: _____ | City, State, Zip: _____ |
| Phone: _____ | Phone: _____ |
| E-mail: _____ | E-mail: _____ |

Please provide your domain name. VMware will create an email account to be used to access the VMware Portal for information on: VMware for implementation, product download, and keys as well as for product support updates.
**NOTE: VMware email account will identify your contract as Production Level support.**

Domain Name: _____

**Vendor Partner (if appropriate):**

| | |
|---|---|
| Company Name: | |
| Representative Name: | |
| Address: | |
| City, State, Zip: | |
| Phone: | |
| E-mail: | |

Effective Date: _____     (If blank, then the Effective Date will be the date order is received.)

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**Purchase Orders must be submitted with this form.  Please submit them together by any of the following means:**

- E-mail as a PDF file to **vmware-higher-education@oar.net**
- Fax to 614-292-9390 (attention Client Services Team)
- Mail to 1224 Kinnear Rd., Columbus, OH 43212 (attention Client Services Team)

# VMware New Product Pricing

| VMWARE PRODUCTS | | LICENSE FEES | | | MAINTENANCE FEES | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Product | Product Code | Qty | License Fee | License Total | SnS Term | SnS Fee | SnS Total | SnS Code | Total Cost |
| ACE 2 Client License - Windows/Linux | ACE2-CLIENT | | | | | | | | |
| ACE 2 Management Server - Windows/Linux/Virtual Appliance | ACE2-MGMT-SVR | | | | | | | | |
| | | | | | | | | | |
| Cisco Nexus 1000V | CISCO-N1K-C | | | | | | | | |
| | | | | | | | | | |
| Fusion *(SnS is optional for this product)* | FUS4-M-CE | | | | | | | | |
| | | | | | | | | | |
| Service Manager Foundation (per installation) | SM-FND-C | | | | | | | | |
| | | | | | | | | | |
| Site Recovery Manager (per VM) - 25 VM Pack | VC-SRM-25VM-C | | | | | | | | |
| | | | | | | | | | |
| ThinApp Suite | THIN45-STE-C | | | | | | | | |
| ThinApp Client | THIN4-CL-C | | | | | | | | |
| | | | | | | | | | |
| View Enterprise Starter Kit *(Quantity "1" = One 10-pack)* | VU5-EN-STR-C | | | | | | | | |
| View Enterprise 10 Pack *(Quantity "1" = One 10-pack)* | VU5-EN-10-C | | | | | | | | |
| View Enterprise 100 Pack *(Quantity "1" = One 100-pack)* | VU5-EN-100-C | | | | | | | | |
| View Premier Starter Kit *(Quantity "1" = One 10-pack)* | VU5-PR-STR-C | | | | | | | | |
| View Premier 10 Pack *(Quantity "1" = One 10-pack)* | VU5-PR-10-C | | | | | | | | |
| View Premier 100 Pack *(Quantity "1" = One 100-pack)* | VU5-PR-100-C | | | | | | | | |
| View Enterprise ADD-ON 10 Pack *(Quantity "1" = One 10-pack)* | VU5-EN-A10-C | | | | | | | | |
| View Enterprise ADD-ON 100 Pack *(Quantity "1" = One 100-pack)* | VU5-EN-A100-C | | | | | | | | |
| View Premier ADD-ON 10 Pack *(Quantity "1" = One 10-pack)* | VU5-PR-A10-C | | | | | | | | |
| View Premier ADD-ON 100 Pack *(Quantity "1" = One 100-pack)* | VU5-PR-A100-C | | | | | | | | |
| UPGRADE: View Enterprise to View Premier 10 Pack* | VU5-ENT-PR-10-UG-C | | | | | | | | |
| *The maintenance (SnS) cost for this upgrade is TBD. Before you request a PO, please contact your OARnet representative for your SnS upgrade cost.* | | | | | | | | | |
| UPGRADE: View Enterprise to View Premier 100 Pack* | VU5-ENT-PR-100-UG-C | | | | | | | | |
| *The maintenance (SnS) cost for this upgrade is TBD. Before you request a PO, please contact your OARnet representative for your SnS upgrade cost.* | | | | | | | | | |
| UPGRADE: View Enterprise Add-on to Enterprise Bundle 10 Pack* | VU5-EN-10-UG-C | | | | | | | | |
| *The maintenance (SnS) cost for this upgrade is TBD. Before you request a PO, please contact your OARnet representative for your SnS upgrade cost.* | | | | | | | | | |
| UPGRADE: View Enterprise Add-on to Enterprise Bundle 100 Pack* | VU5-EN-100-UG-C | | | | | | | | |
| *The maintenance (SnS) cost for this upgrade is TBD. Before you request a PO, please contact your OARnet representative for your SnS upgrade cost.* | | | | | | | | | |
| UPGRADE: View Premier Add-on to Premier Bundle 10 Pack* | VU5-PR-10-UG-C | | | | | | | | |
| *The maintenance (SnS) cost for this upgrade is TBD. Before you request a PO, please contact your OARnet representative for your SnS upgrade cost.* | | | | | | | | | |
| UPGRADE: View Premier Add-on to Premier Bundle 100 Pack* | VU5-PR-100-UG-C | | | | | | | | |
| *The maintenance (SnS) cost for this upgrade is TBD. Before you request a PO, please contact your OARnet representative for your SnS upgrade cost.* | | | | | | | | | |
| | | | | | | | | | |
| vCenter Application Discovery Manager Instance | VC-ADM-C | | | | | | | | |
| vCenter Application Discovery Manager Server | VC-ADMS-C | | | | | | | | |
| | | | | | | | | | |
| vCenter AppSpeed (per VM) - 25 VM Pack | VC-APS-25VM-C | | | | | | | | |
| | | | | | | | | | |
| vCenter CapacityIQ (per VM) - 25 VM Pack | VC-CIQ-25VM-C | | | | | | | | |
| | | | | | | | | | |
| vCenter Chargeback (per VM) - 25 VM Pack | VC-CB-25VM-C | | | | | | | | |
| | | | | | | | | | |
| vCenter Configuration Manager Instance | VC-CM-C | | | | | | | | |
| vCenter Configuration Manager Server - Mac/Linux | VC-CMSL-C | | | | | | | | |
| vCenter Configuration Manager Server - Unix | VC-CMSU-C | | | | | | | | |
| vCenter Configuration Manager Server - Windows | VC-CMSW-C | | | | | | | | |
| vCenter Configuration Manager Workstation - Mac/Linux | VC-CMWL-C | | | | | | | | |
| vCenter Configuration Manager Workstation - Windows | VC-CMWW-C | | | | | | | | |
| | | | | | | | | | |
| vCenter Operations Standard Pack (25 VM Pack) | VC-OPSTD25-C | | | | | | | | |
| vCenter Operations Advanced Bundle (25 VM Pack) | VC-OADV-BUN-C | | | | | | | | |
| vCenter Operations Enterprise Bundle (25 VM Pack) | VC-OENT-BUN-C | | | | | | | | |
| vCenter Operations Ent. Standalone - Managed System *(min. 25)* | VC-ELMS-C | | | | | | | | |
| vCenter Operations Ent. Standalone - Network Device *(min. 50)* | VC-ELND-C | | | | | | | | |
| vCenter Operations Ent. Standalone - Terabyte Managed *(min. 5)* | VC-ELTM-C | | | | | | | | |

**NOTES:**
All products require the license and maintenance to be purchased from OARnet. (Support under contract is at the Production Level.)
**If you would like an SnS term over three years please contact your OARnet representative to discuss.**

**Page Total:**

| VMWARE PRODUCTS | | LICENSE FEES | | | MAINTENANCE FEES | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Product | Product Code | Qty | License Fee | License Total | SnS Term | SnS Fee | SnS Total | SnS Code | Total Cost |
| vCenter Server Foundation | VCS5-FND-C | | | | | | | | |
| vCenter Server Standard | VCS5-STD-C | | | | | | | | |
| vCenter Server Heartbeat | VCHB-VCMS55-C | | | | | | | | |
| | | | | | | | | | |
| vCloud Director (25 VM Pack) | VC-CD-25VM-C | | | | | | | | |
| vCloud Request Manager (25 VM Pack) | VC-RM-25VM-C | | | | | | | | |
| | | | | | | | | | |
| vFabric tc Server | VF-TCSP-C | | | | | | | | |
| vFabric tc Server Spring Edition | VF-TCSE-C | | | | | | | | |
| | | | | | | | | | |
| vFabric Hyperic | VF-HHQP-C | | | | | | | | |
| | | | | | | | | | |
| vFabric ERS | VF-ERSP-C | | | | | | | | |
| | | | | | | | | | |
| vFabric GemFire Enterprise - Application Cache Node | VF-GF-ACN-C | | | | | | | | |
| vFabric GemFire Enterprise - Data Management Node | VF-GF-DMN-C | | | | | | | | |
| vFabric GemFire Enterprise - Global WAN Upgrade | VF-GF-GLW-C | | | | | | | | |
| vFabric GemFire Enterprise - Unlimited Client Upgrade | VF-GF-UCUG-C | | | | | | | | |
| | | | | | | | | | |
| vShield App (25 VM Pack) | VS-AP5-25VM-C | | | | | | | | |
| vShield Edge (25 VM Pack) | VS-EG5-25VM-C | | | | | | | | |
| vShield Endpoint (25 VM Pack) | VS-EP5-25VM-C | | | | | | | | |
| | | | | | | | | | |
| vSphere Standard (per CPU) | VS5-STD-C | | | | | | | | |
| vSphere Enterprise (per CPU) | VS5-ENT-C | | | | | | | | |
| vSphere Enterprise Plus (per CPU) | VS5-ENT-PL-C | | | | | | | | |
| vSphere Enterprise Plus w/ Cisco Nexus 1000V Bundle | VS5-NXP-BUN-C | | | | | | | | |
| UPGRADE: vSphere Standard to Enterprise Plus | VS5-STD-EPL-UG-C | | | | | | | | |
| *The maintenance (SnS) cost for this upgrade is TBD.  Before you request a PO, please contact your OARnet representative for your SnS upgrade cost.* | | | | | | | | | |
| UPGRADE: vSphere Advanced to Enterprise Plus | VS4-ADV-ENT-PL-UG-C | | | | | | | | |
| *The maintenance (SnS) cost for this upgrade is TBD.  Before you request a PO, please contact your OARnet representative for your SnS upgrade cost.* | | | | | | | | | |
| UPGRADE: vSphere Enterprise to Enterprise Plus | VS5-ENT-EPL-UG-C | | | | | | | | |
| *The maintenance (SnS) cost for this upgrade is TBD.  Before you request a PO, please contact your OARnet representative for your SnS upgrade cost.* | | | | | | | | | |
| UPGRADE: vSphere Ent.to Ent. Plus w/ Cisco Nexus 1000V | VS5-N1K-UG-C | | | | | | | | |
| *The maintenance (SnS) cost for this upgrade is TBD.  Before you request a PO, please contact your OARnet representative for your SnS upgrade cost.* | | | | | | | | | |
| | | | | | | | | | |
| Workstation - Windows/Linux  *(SnS is optional for this product)* | WS8-LW-CE | | | | | | | | |
| | | | | | | | | | |
| Professional Services (PSO Credits) | SVC-20-CR80 | | | | **\*Please select a PSO option below.** | | | | |

☐    I want to save these PSO credits for future use.

☐    I have selected a training course / consulting service to which the PSO credits will be applied.  (**\*\*Please complete Attachment 3 (page 6) if you selected this option.**)

*Click here for a list of Professional Services options: http://www.oar.net/services/vmware/docs/VMwareProfessionalServices.pdf*

| NOTES:<br>All products require the license and maintenance to be purchased from OARnet.  (Support under contract is at the Production Level.)<br>**If you would like an SnS term over three years please contact your OARnet representative to discuss.**<br>\* ZIMBRA products are Premise-Based. | **Page Total:** | |
|---|---|---|

# Grand Total of Pages 3 & 4:

# VMware Maintenance Renewal Form

| Product | End Date | Qty | SnS Term | SnS Fee | SnS Total |
|---|---|---|---|---|---|
| ACE 2 Client License - Windows/Linux | | | | | |
| ACE 2 Management Server - Windows/ Linux/Virtual Appliance | | | | | |
| Cisco Nexus 1000V | | | | | |
| Fusion | | | | | |
| Lab Manager | | | | | |
| Lifecycle Manager | | | | | |
| Management & Automation Bundle | | | | | |
| Service Manager Foundation (per install) | | | | | |
| Site Recovery Manager (per CPU) | | | | | |
| Site Recovery Manager (25 VM Pack) | | | | | |
| ThinApp Suite | | | | | |
| ThinApp Client | | | | | |
| View Enterprise Starter Kit *(Quantity "1" = One 10-pack)* | | | | | |
| View Enterprise 10 Pack *(Quantity "1" = One 10-pack)* | | | | | |
| View Enterprise 100 Pack *(Quantity "1" = One 100-pack)* | | | | | |
| View Premier Starter Kit *(Quantity "1" = One 10-pack)* | | | | | |
| View Premier 10 Pack *(Quantity "1" = One 10-pack)* | | | | | |
| View Premier 100 Pack *(Quantity "1" = One 100-pack)* | | | | | |
| View Enterprise ADD-ON 10 Pack *(Quantity "1" = One 10-pack)* | | | | | |
| View Enterprise ADD-ON 100 Pack *(Quantity "1" = One 100-pack)* | | | | | |
| View Premier ADD-ON 10 Pack *(Quantity "1" = One 10-pack)* | | | | | |
| View Premier ADD-ON 100 Pack *(Quantity "1" = One 100-pack)* | | | | | |
| vCenter App Discovery Manager Instance | | | | | |
| vCenter App Discovery Manager Server | | | | | |
| vCenter AppSpeed (per CPU) | | | | | |
| vCenter AppSpeed (25 VM Pack) | | | | | |
| vCenter CapacityIQ (per CPU) | | | | | |
| vCenter CapacityIQ (25 VM Pack) | | | | | |
| vCenter Chargeback (per CPU) | | | | | |
| vCenter Chargeback (25 VM Pack) | | | | | |
| vCenter Configuration Manager Instance | | | | | |
| vCenter Config. Mgr Server - Mac/Linux | | | | | |
| vCenter Config. Mgr Server - Unix | | | | | |
| vCenter Config. Mgr Server - Windows | | | | | |
| vCenter Configuration Manager Workstation - Mac/Linux | | | | | |
| vCenter Configuration Manager Workstation - Windows | | | | | |
| **Subtotal:** | | | | | |

| Product | End Date | Qty | SnS Term | SnS Fee | SnS Total |
|---|---|---|---|---|---|
| vCenter Operations Standard Pack (25 VM Pack) | | | | | |
| vCenter Operations Advanced Bundle (25 VM Pack) | | | | | |
| vCenter Operations Enterprise Bundle (25 VM Pack) | | | | | |
| vCenter Operations Ent. Standalone - Managed System | | | | | |
| vCenter Operations Ent. Standalone - Network Device | | | | | |
| vCenter Operations Ent. Standalone - Terabyte Managed | | | | | |
| vCenter Server Foundation | | | | | |
| vCenter Server Standard | | | | | |
| vCenter Server Heartbeat | | | | | |
| vCloud Director (25 VM Pack) | | | | | |
| vCloud Request Manager (25 VM Pack) | | | | | |
| vFabric tc Server | | | | | |
| vFabric tc Server Spring Edition | | | | | |
| vFabric Hyperic | | | | | |
| vFabric ERS | | | | | |
| vFabric GemFire Enterprise - Application Cache Node | | | | | |
| vFabric GemFire Enterprise - Data Management Node | | | | | |
| vFabric GemFire Enterprise - Global WAN Upgrade | | | | | |
| vFabric GemFire Enterprise - Unlimited Client Upgrade | | | | | |
| vShield App (25 VM Pack) | | | | | |
| vShield Edge (25 VM Pack) | | | | | |
| vShield Endpoint (25 VM Pack) | | | | | |
| vSphere Standard (per CPU) | | | | | |
| vSphere Enterprise (per CPU) | | | | | |
| vSphere Enterprise Plus (per CPU) | | | | | |
| vSphere Enterprise Plus w/ Cisco Nexus 1000V Bundle | | | | | |
| Workstation - Windows/Linux | | | | | |
| **Subtotal:** | | | | | |

**Page Total:**

**Grand Total of All Pages:**

Attachment 3        **VMware Training & Consulting Form**

| Click here for a list of Professional Services options: http://www.oar.net/services/vmware/docs/VMwareProfessionalServices.pdf |
| --- |

**Entity Name:** _____

## TRAINING COURSES

**Course Title:** _____

*(OTHER):* _____

**PSOs Required:** _____

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

☐ Public (including online courses)

☐ On-site Custom

**If not on-site, list location (City, State):** _____

**List name of Training Provider (VMware or reseller name):** _____

**Course Dates:** _____

**Number of Attendees:** _____  **List course attendees below:**

| Name: _____ | Name: _____ |
| --- | --- |
| E-mail: _____ | E-mail: _____ |
| Phone: _____ | Phone: _____ |
| Name: _____ | Name: _____ |
| E-mail: _____ | E-mail: _____ |
| Phone: _____ | Phone: _____ |
| Name: _____ | Name: _____ |
| E-mail: _____ | E-mail: _____ |
| Phone: _____ | Phone: _____ |

## CONSULTING SERVICES

**Service:** _____

**PSOs Required:** _____

**Consulting Date:** _____