OARnet/ VMware - 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 (https://oar.net/sites/oar.net/files/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 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 service will be delivered at the production level.

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.

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.

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: _____

By: _____   Signature: _____

Name: _____ Paul Schopis _____   Name: _____

Title: __ Interim Executive Director, OARnet __   Title: _____

Date: _____   Date: _____

END USER CONTACT INFORMATION

Entity / Customer / End User Name:	City of Columbus
Portal Folder Name *(if known)*:	City of Columbus

Technical Contact (Primary):		**Billing Contact**	
Name: Wayne Gaiter		**Name:**	
Address: PO Box 2949		**Address:**	
City/State/Zip: Columbus, OH 432216		**City/State/Zip:**	
Phone: 614-645-5755		**Phone:**	
Email: wgaiter@columbus.gov		**Email:**	

CUSTOMER: _City of Columbus_

ATTACHMENT 1 - ORDER SUMMARY

NEW - VMWARE LICENSE(S) 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
• Virtual SAN for 1-Processor	ST6-VSAN-C	4	$923.15	$3,692.60	1	$308.10	$1,232.40	ST6-VSAN-P-SSS-C	$4,925.00
• vSphere Enterprise Plus for 1 processor	VS6-EPL-C	24	$1,284.41	$30,825.84	1	$568.10	$13,634.40	VS6-EPL-P-SSS-C	$44,460.24
• vRealize Log Insight (25 OSI pack)	VC-LIS-25-C	1	$1,850.00	$1,850.00	1	$617.50	$617.50	VC-LIS-25-P-SSS-C	$2,467.50
• vRealize Operations Standard (25 OSI pack)	VR6-OSTD25-C	2	$1,156.25	$2,312.50	1	$386.10	$772.20	VR6-OSTD25-P-SSS-C	$3,084.70
• vCenter Server Standard for vSphere 6 (Per Instance)	VCS6-STD-C	2	$1,835.66	$3,671.32	1	$811.85	$1,623.70	VCS6-STD-P-SSS-C	$5,295.02
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
*A MINIMUM of 1-year MAINTENANCE (SnS) Term is REQUIRED when purchasing NEW licenses. (Fusion, Player and Workstation are EXCEPTIONS). - Active SnS allows for FREE product-version updates & support. HELP DESK SUPPORT (1-877-486-9273) is provided at VMware's PRODUCTION LEVEL.								**SUBTOTAL:**	**$60,232.46**

EXISTING VMWARE LICENSE - UPGRADE(S) and MAINTENANCE

| 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
									$0.00
									$0.00
									$0.00
									$0.00
*The SnS (maintenance) prorated fee for upgrade orders must be calculated by OARnet. Before you request a PO, contact your OARnet representative for total upgrade cost.								**SUBTOTAL:**	**$0.00**

PSO CREDITS

Professional Services Credits	Product Code	Qty	PSO Fee	PSO Total
PSO Credits	SVC-20-CR80		$84.00	**$0.00**

☑ 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 2.)
Click tab to the right for a List of courses and professional service options.

[VMware Courses & Professional Services]

EXISTING VMWARE LICENSE(S) - MAINTENANCE RENEWAL(S)

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
					$0.00
*Maintenance Renewal for VMware licenses purchased through OARnet ONLY. - All support is provided at VMware's Production Level.			**Subtotal**		**$0.00**

Click to Quote

To generate a quote, click on the Quote Button above or Tab below after making selection(s) on the "Order Summary Page."

GRAND TOTAL

$60,232.46

Purchase Orders must be submitted with this order form. **PO Vendor address: OSU/OARnet**
1224 Kinnear Rd
Columbus, OH 43212

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

SUBMIT Completed and Signed **ORDER FORM, along with a PO:**
EMAIL:
 - The State of Ohio:
   vmware-stateofohio@oar.net
 - Higher Education:
   vmware-higher-education@oar.net
 - K12: vmware-k12@oar.net
Fax: 614-292-9390
Mail: 1224 Kinnear Rd.
              Columbus, OH 43212

ATTACHMENT 2 - PSO Consumption

VMWARE TRAINING & CONSULTING FORM

ENTITY NAME: _____

TRAINING COURSES

Course Title: _____

Course SKU/Code: _____

Total PSOs Required: _____

☐ PUBLIC ☐ ON-SITE

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

If a public course, Listt 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: _____

Click here for a current list of available training courses:
Or go to: https://mylearn.vmware.com

VMware Courses & Professional Services