

TO:

PHONE:

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**Emmalee Amundson** FROM:

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Business Relationship Manager

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OARnet-VMware ELA **TERMS:** 

Remit to: The Ohio State University - OARnet 1224 Kinnear Rd, Columbus, Ohio 43212 Payment Terms: Net 30 (On Approved Credit) Credit Cards: VISA/MasterCard/AMEX/DISCOVER

FAX:

QUOTE NO: 9497075 **QUOTE DATE:** 03/22/2018 05/21/2018 **QUOTE EXPIRES:** 

**TOTAL QUOTE:** \$129,374.22

\*PLEASE SEE QUOTE TERMS BELOW FOR MORE

**INFORMATION** 

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
1	VS6-EPL-P-SSS-C	vSphere Enterprise Plus (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 31142999	\$568.10	\$568.10	8	\$4,544.80
2	VS6-EPL-P-SSS-C	vSphere Enterprise Plus (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 38079575	\$568.10	\$568.10	24	\$13,634.40
3	VC-SRM6-25E-P- SSS-C	vCenter Site Recovery Manager Enterprise (25 VM Pack) (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 38079575	\$1,528.15	\$1,528.15	6	\$9,168.90
4	VC-SRM6-25E-P- SSS-C	vCenter Site Recovery Manager Enterprise (25 VM Pack) (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 30708214	\$1,528.15	\$1,528.15	5	\$7,640.75
5	VCS6-STD-P-SSS-C vCenter Server Standard (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 30708214		\$811.85	\$811.85	1	\$811.85
6	HZ7-STD-10-P-SSS- C	Horizon Standard : 10 Pack (CCU) (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 30708214	\$308.75	\$308.75	4	\$1,235.00
7	VS6-EPL-P-SSS-C	vSphere Enterprise Plus (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 30708214	\$568.10	\$568.10	24	\$13,634.40

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTA
8	THIN5-CL-P-SSS-C	Production Support/Subscription VMware ThinApp 5 Client License for 1 year Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 31022090	\$2.35	\$2.35	5000	\$11,750.00
9	THIN4-STE-P-SSS-C	Production Support/Subscription ThinApp 4Suite for 1 Year Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 31022090	\$617.50	\$617.50	2	\$1,235.00
10	VS6-EPL-P-SSS-C	vSphere Enterprise Plus (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 31024146	\$568.10	\$568.10	4	\$2,272.40
11	VS6-EPL-P-SSS-C	vSphere Enterprise Plus (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 310859231	\$568.10	\$568.10	16	\$9,089.60
12	VS6-EPL-P-SSS-C	vSphere Enterprise Plus (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 310867665	\$568.10	\$568.10	8	\$4,544.80
13	VS6-EPL-P-SSS-C	vSphere Enterprise Plus (Production Level Support/Subscription 1 Year) Start Date: 04/02/0418 End Date: 04/01/2019 Contract #: 321946292	\$568.10	\$568.10	4	\$2,272.40
14	HZ7-STD-10-P-SSS- C	Horizon Standard : 10 Pack (CCU) (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 30820520	\$308.75	\$308.75	6	\$1,852.50
15	VCS6-STD-P-SSS-C	vCenter Server Standard (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 321946291	\$811.85	\$811.85	1	\$811.8
16	VS6-EPL-P-SSS-C	vSphere Enterprise Plus (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 30825626	\$568.10	\$568.10	20	\$11,362.00
17	VS6-EPL-P-SSS-C	vSphere Enterprise Plus (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 31050837	\$568.10	\$568.10	2	\$1,136.20
18	VS6-STD-P-SSS-C	vSphere Standard (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 31050837	\$122.85	\$122.85	10	\$1,228.50

INE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTA
19	VS6-EPL-P-SSS-C	vSphere Enterprise Plus (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 315889138	\$568.10	\$568.10	16	\$9,089.60
20	VS6-EPL-P-SSS-C	vSphere Enterprise Plus (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 336306811	\$568.10	\$568.10	14	\$7,953.40
21	ST6-VSAN-P-SSS-C Virtual SAN 6 Standard for 1- Processor (Production Level Support/Subscription 1 Year) Start Date: 04/02/2018 End Date: 04/01/2019 Contract #: 342943741		\$308.10	\$308.10	12	\$3,697.20
22	VR-LIS4O-25-P-SSS- C	vRealize Log Insight (25 OSI Pack) (Production Level Support/Subscription) Start Date: 09/21/2018 End Date: 04/01/2019 Contract #: 343448166	\$617.50	\$326.51	1	\$326.5
23	ST6-VSAN-P-SSS-C	Virtual SAN 6 Standard for 1- Processor (Production Level Support/Subscription) Start Date: 09/21/2018 End Date: 04/01/2019 Contract #: 343448166	\$308.10	\$162.91	4	\$651.6
24	VCS6-STD-P-SSS-C	vCenter Server Standard (Production Level Support/Subscription) Start Date: 09/21/2018 End Date: 04/01/2019 Contract #: 343448166	\$811.85	\$429.30	2	\$858.6
25	VS6-EPL-P-SSS-C vSphere Enterprise Plus (Production Level Support/Subscription) Start Date: 09/21/2018 End Date: 04/01/2019 Contract #: 343448166		\$568.10	\$300.39	24	\$7,209.3
26	VR6-OSTD25-P-SSS- C	vRealize Operations Standard (25 VM Pack) (Production Level Support/Subscription) Start Date: 09/21/2018 End Date: 04/01/2019 Contract #: 343448166	\$386.10	\$204.16	2	\$408.3
27	VS6-OEPL-P-SSS-C	vSphere with Operations Management Enterprise Plus (Per CPU) (Production Level Support/Subscription) Start Date: 01/09/2019 End Date: 04/01/2019 Contract #: 343485685	\$524.55	\$119.28	8	\$954.2
		SUBTOTAL:				\$129,374.2

TOTAL QUOTE: \$129,374.22

LINE NO. PRODUCT SKU DESCRIPTION PRODUCT PRICE CO-TERM COST QTY SUBTOTAL

## \*QUOTE TERMS

CREDIT CARD PAYMENT: Credit Card payment is accepted at time of order placement for a maximum of \$10,000. Provide credit card information to the OARnet Business Office (614-292-9381) prior to order submission.

PO: Quote number should be referenced on Purchase Order. Vendor address on PO must state OARnet's address at OSU: 1224 Kinnear Rd, Columbus, OH 43212 TO ORDER: Submit Quote Copy along with a PO (or Credit Card payment) to:

State: vmware-stateofohio@oar.net K12: vmware-k12@oar.net

Higher Ed: vmware-higher-education@oar.net

## **OARnet Terms and Conditions:**

The software and services quoted above are subject to the terms and conditions of the OARnet VMware ELA Partner Program. All software & services quoted herein are subject to the VMware Master End User License Agreement ("EULA") located on the OARnet website (https://oar.net/sites/oar.net/files/services/vmware/docs/Ohio\_EULA.pdf). The terms of the EULA published on the OARnet website supersede any click to accept EULA embedded in the software downloaded from VMware.

1. Payment Terms

Failure to Pay: 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.



LINE NO. PRODUCT SKU DESCRIPTION PRODUCT PRICE CO-TERM COST QTY SUBTOTAL

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.

GC.	my additionized representative or such party	y, and it co	istraces the legal, valid and smaring obliga	ion or such part.
	END USER:			
	SIGNATURE:			
	NAME:			
	TITLE:			
	DATE:			
	END	USER CO	NTACT INFORMATION	
	Entity / Customer / End User Name:			
	Technical Contact (Primary):		Billing Contact	
Name:		Name		
Address:		Address		
City/State/Zip:				
Email:		Email		