



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

TO: Josh Brown
Adams County Public Library

FROM: OARnet
1224 Kinnear Rd
Columbus, OH 43212

EMAIL: brownjo@adamscolibrary.org

EMAIL: oarnetvmware@oar.net WEB: www.oar.net

PHONE: FAX:

FAX: (614) 292-9397

TERMS: OARnet-VMware ELA
Remit to: The Ohio State University - OARnet
1224 Kinnear Rd, Columbus, Ohio 43212
Payment Terms: Net 30
Credit Cards: VISA/MasterCard/AMEX/DISCOVER

QUOTE NO: 24009047
QUOTE DATE: 09/29/2020
QUOTE EXPIRES: 10/29/2020
TOTAL QUOTE: \$4,438.65

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	QTY	SUBTOTAL
1	VS7-ESP-KIT-C	VMware vSphere 7 Essentials Plus Kit for 3 hosts (Max 2 processors per host)	\$1,663.15	1	\$1,663.15
2	VS7-ESP-KIT-P-SSS-C	Production Support/Subscription for VMware vSphere 7 Essentials Plus Kit for 3 hosts (Max 2 processors per host) for 1 year *Quantity adjusted to reflect 5 years support*	\$555.10	5	\$2,775.50
SUBTOTAL:					\$4,438.65
TOTAL QUOTE:					\$4,438.65

Please note, OARnet is not accepting credit cards at this time. Please reach out to oarnetvmware@oar.net with any concerns.

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 a copy of this quote along with a PO (or Credit Card payment) to: oarnetvmware@oar.net.



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	QTY	SUBTOTAL
----------	-------------	-------------	---------------	-----	----------

OARnet Terms and Conditions

The software and services quoted above are subject to the terms and conditions of the OARnet VMware ELA Program. All software & services quoted herein are subject to the VMware Master End User License Agreement ("EULA") located on the OARnet website (<https://www.oar.net/sites/default/files/page-files/OARnet%20EULA%20Exhibit%20A%206.13.19.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.



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	QTY	SUBTOTAL
----------	-------------	-------------	---------------	-----	----------

END USER CONTACT INFORMATION

Entity/Customer/End User Name: _____

Portal Folder Name (if known): _____

Technical Contact (Primary):

Billing Contact:

Name: _____

Name: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Phone: _____

Phone: _____

Email: _____

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: _____