

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

174



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:
March 15, 2016

SUBJECT: Approve and Execute the Agreement with Golden Star Technology (GST) for a three year VMware Enterprise License Agreement (ELA) to be used countywide [Districts All]; [Total \$6,171,057]; [Annually \$2,057,019] 100% RCIT Operating Budget (Vote on Separately)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute agreements with GST for a three year VMware Enterprise License Agreement (ELA) to be used by all County entities and VMware, Inc. for corresponding implementation services for the total amount of \$6,171,057;
2. Approve Resolution 2016-100 to authorize the execution and delivery of a Lease/Purchase Agreement dated April 1, 2016 and separate lease schedules at zero percent financing; and
3. Authorize the Purchasing Agent, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the agreement or do not increase the compensation more than 5% of the total contract amount.

BACKGROUND:

Summary

(Continued on page 2)

Steve Reneker
Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 2,057,019	\$ 6,171,057	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: RCIT Operating Budget-ISF Fund				Budget Adjustment: No	
				For Fiscal Year:	16/17 - 18/19

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: Washington
Date: March 29, 2016
xc: RCIT, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: _____ District: All Agenda Number: _____

3-46

FORM APPROVED COUNTY COUNSEL
BY:
ANITA C. WILLIS
DATE: 3-17-16

Departmental Concurrence

PURCHASING & FLEET SERVICES:

Lisa Brandl, Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Approve and Execute the Agreement with Golden Star Technology (GST) for three year VMware Enterprise License Agreement (ELA) to be used countywide [Districts All]; [Total\$6,171,057]; [Annually\$2,057,019] 100% RCIT Operating Budget (Vote on Separately)

DATE: March 15, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

Riverside County would like to enter into an Enterprise License Agreement (ELA) with GST to be used countywide for VMware licenses, software maintenance and support, and cloud and professional services. VMware is the creator/owner of the software but the product is provided through third party retailers. These authorized resellers are the main point of contact for all licensing needs, technical support, training and professional service and will partner with RCIT and VMWare to ensure all aspects of the ELA are met. The ELA will provide RCIT with the capabilities to support the consolidation of 51 county data centers into a centralized data center (RC3). It will also provide a platform to build an automated, shared services model to enable operations savings throughout the county that is estimated at \$11.3M over a three (3) year period.

The securing of the ELA will enhance current RCIT efforts to increase virtualization throughout the county from 30% to 90%, driving an estimated \$13.3M in hardware spend reduction over five (5) years along with reducing the overall power and cooling consumption cost by an estimated \$2.5M over a three (3) year period.

As the cost of implementing the ELA is significant, it will need to be spread over time. RCIT requested a financing solution that would fit within our budgetary constraints. GST has provided a lease arrangement through US Bank at zero percent financing over a three year period.

Impact on Citizens and Businesses

There is no negative impact on residents.

SUPPLEMENTAL:

Additional Fiscal Information

As RCIT builds the platform to support the consolidation into RC3, RCIT will leverage the software products available within the ELA to execute a migration/consolidation strategy that will drive an additional \$900,000 savings in data center migration cost.

Contract History and Price Reasonableness

On November 20, 2015 Purchasing released a Request for Quote (RFQ) #ITARC-395 for VMware Enterprise License Agreement (ELA). Notification was posted publically as well as sent to nine VMware partner resellers. Fourteen (14) bidders responded to the RFQ with quotes that ranged from \$6,171,057 to \$7,393,039 for three year financing of the ELA.

Purchasing and RCIT evaluated the quotations and recommend the award to GST as the most responsive/responsible bidder. GST has provided a lease arrangement through US Bank at zero percent financing over a three year period. The County's approved financing institution cannot match the zero percent financing.

Attachment:

1. Agreement with GST
2. Agreement with VMWare, Inc.
3. Master Lease Agreement with US Bank
4. Resolution 2016-100

RESOLUTION NO. 2016-100

A RESOLUTION OF THE COUNTY OF RIVERSIDE, CALIFORNIA AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE/PUCHASE AGREEMENT DATED APRIL 1, 2016 AND SEPARATE LEASE SCHEDULES WITH RESPECT TO THE ACQUISTION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the COUNTY OF RIVERSIDE, CALIFORNIA (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California, is authorized by the laws of the State of California to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Lease/Purchase Agreement (the "Agreement") and separate Lease Schedules from time to time as provided in the Agreement with U.S BANCORP GOVERNMENT LEASING AND FINANCE, INC. (the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the separate Lease Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided;

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 3/21/16
HEALING KIRKINIS RATE

1 NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Riverside
2 (the governing body of Lessee) assembled in regular session March 29, 2016 as follows:

3
4 Section 1. APPROVAL OF DOCUMENTS. The form, terms and provisions of the
5 Agreement and the separate Lease Schedules as provided in the Agreement are hereby approved in
6 substantially the forms presented at this meeting, with such insertions, omissions and changes as shall
7 be approved by the Board of Supervisors of the Lessee, the execution of such documents being
8 conclusive evidence of such approval; and the Chairman of the Board of the Lessee in hereby
9 authorized and directed to execute, and the Clerk of the Board of the lessee is hereby authorized and
10 directed to attest to, the Agreement and each Lease Schedule and any related Exhibits attached
11 thereto and to deliver the Agreement and each Lease Schedule (including such Exhibits) to the
12 respective parties thereto, and the Clerk of the Board of the Lessee is hereby authorized to affix the
13 seal of the Lessee to such documents.

14 Section 2. OTHER ACTIONS AUTHORIZED. The officers and employees of the Lessee
15 shall take all action necessary or reasonably required by the parties to the Agreement and each Lease
16 Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including
17 but not limited to the execution and delivery of Acceptance Certificates and any tax certificate and
18 agreement, each with respect to separate Lease Schedules, as contemplated in the Agreement) and to
19 take all action necessary in conformity therewith, including, without limitation, the execution and
20 delivery of any closing and other documents required to be delivered in connection with the Agreement
21 and each Lease Schedule.

22 Section 3. NO GENERAL LIABILITY. Nothing contained in this Resolution, the
23 Agreement, any Lease Schedule nor any other instrument shall be construed with respect to the
24 Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its
25 taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any
26 Lease Schedule or any other instrument or document executed in connection therewith impose any

1 pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power,
2 except to the extent that the Rental Payment payable under each Lease are special limited obligations
3 of the Lessee as provided in such Lease.

4 Section 4. APPOINTMENT OF AUTHORIZED LESSEE REPRESENTATIVES. The Chief
5 Information Officer and the Deputy Director of Business Administration, Riverside County Information
6 Technology of the Lessee are each hereby designated to act as authorized representatives of the
7 Lessee for purposes of the Agreement and each Lease Schedule until such time as the governing body
8 of the Lessee shall designate any other or different authorized representative for purposes of the
9 Agreement and each Lease Schedule.

10 Section 5. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution
11 shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such
12 section, paragraph, clause or provision shall not affect any of the remaining provisions of this
13 Resolution.

14 Section 6. REPEALER. All bylaws, orders and resolutions or parts thereof, inconsistent
15 herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be
16 construed as reviving any bylaw, order, resolution or ordinance or part thereof.

17 Section 7. EFFECTIVE DATE. The Resolution shall be effective immediately upon its
18 approval and adoption.

19
20
21 ROLL CALL:

22 Ayes: Jeffries, Tavaglione, Benoit and Ashley
23 Nays: None
24 Absent: Washington

25 The foregoing is certified to be a true copy of a resolution duly
26 adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By 

Deputy



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

PR2015-03339
Tracking Number for
Internal Use Only

11/20

REQUESTED PURCHASE: RIVERSIDE COUNTY VMWARE ELA 3 YEAR AGREEMENT																					
DEPARTMENT/AGENCY: RCIT																					
CONTACT NAME/PHONE: JIM SMITH (951)-955-1151																					
PURCHASE REQUEST: <input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT																					
PURCHASE TYPE: <input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL																					
DESCRIBE REQUESTED PURCHASE	RCIT is pursuing a three (3) year agreement with VMware to decrease software and implementation costs to virtualize the county's server infrastructure. Annual VMware maintenance costs are estimated at \$2,050,000 per year. Potential savings over 3 year is estimated at \$23,572,130																				
BUSINESS NEEDS ADDRESSED	This effort will resolve the county's infrastructure inflexibility, eliminate operational inefficiencies.																				
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN																					
BUSINESS CRITICALITY <input checked="" type="checkbox"/> Run the business <input checked="" type="checkbox"/> Grow the business <input checked="" type="checkbox"/> Transform the business	BUSINESS IMPACT (SELECT ALL THAT APPLY) <input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies																				
BUSINESS RISKS	Financial: Operational: Customer:																				
ALTERNATIVE SOLUTIONS	1. [Solution] 2. [Solution] 3. [Solution]																				
TRANSACTION <input type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____																					
PURCHASE COSTS Hardware: \$2,131,462 Software: \$4,817,911 Labor: \$1,326,485	COST BENEFIT ANALYSIS <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>ALTERNATIVE STATUS QUO</th> <th>ALTERNATIVE</th> <th>ALTERNATIVE</th> </tr> </thead> <tbody> <tr> <td>Current Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ongoing Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Annual Cost Savings</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net Annual Savings</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE	Current Annual Cost				Ongoing Annual Cost				Annual Cost Savings				Net Annual Savings			
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RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

TOTAL COST: \$8,275,858	Project Implementation Cost			
	Project Payback Period? yrs			

Department Head Signature: _____ Date: _____

RCIT RECOMMENDATION – for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)


By: _____ Date: _____

Chief Information Officer Signature: _____ Date: _____

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature:  Date: 11/24/15

TSOC explanation for denied requests:



**AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE
AND GOLDEN STAR TECHNOLOGY, INC.
(VMWARE ENTERPRISE LICENSE AGREEMENT)**

This Agreement is entered into between the County of Riverside and Golden Star Technology, Inc. (GST), with an effective date of March 2016, in response to RFQ ITARC-395 for a VMware Enterprise License Agreement and related licenses, services and support. The parties agree as follows:

1. The following documents are attached to and incorporated into this Agreement:

- Attachment A: GST Quote for RFQ ITARC-395
- Exhibit A: VMware Enterprise License Agreement (ELA)
- Exhibit B: Affiliates Listing
- Exhibit C: VMware End User License Agreement (EULA)
- Exhibit D: VMware Support and Subscription Services "SuS" Terms and Conditions
- Exhibit E: VMware Consulting and Training Credits Attachment
- Exhibit F: VMware Technical Account Manager Service Attachment
- Exhibit G: VMware Eligible HPP Products

2. This Agreement represents the entire understanding between the parties regarding the subject matter of the Agreement.

County of Riverside

Golden Star Technology, Inc.

By: John J. Benoit
John J. Benoit
Chairman, Board of Supervisors

By: Henry Ngo
Henry Ngo
Senior Vice President

Dated: MAR 29 2016

Dated: 3/16/2016

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 3/16/16

ATTEST:
KEGIA HARPER-JHEM, Clerk
By: [Signature]
DEPUTY

Attachment A:

GST Quote for RFQ ITARC-395





Golden Star Technology, Inc.
 DBA: GST
 1337 Walker Lane, Corona
 CA 92879, USA
 t. 951-340-2669 f. 951-340-2671
<http://www.gstes.com>

Quotation

Date March 11, 2016	Expiration Date Mar 30, 2016
Doc # GSTQ134156	
GST Sales Rep Cherri Dodson 951-328-2800 cdodson@gstes.com	

Customer Info

RC INFORMATION TECHNOLOGY
 Rick Hai
 3450 14TH ST.
 RIVERSIDE, CA 92501
 United States

Bill To

RC INFORMATION TECHNOLOGY
 Rick Hai
 3450 14TH ST.
 RIVERSIDE, CA 92501
 United States

Ship To

RC INFORMATION TECHNOLOGY
 Rick Hai
 3450 14TH ST.
 RIVERSIDE, CA 92501
 United States

Bid: RFQ #ITARC-395 - VMWARE ENTERPRISE LICENSE AGREEMENT (ELA) - ELA #00195179

1	VMWARE ELA 3 Year Term	ELA#00195179	3	\$2,057,019.00	\$6,171,057.00
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SubTotal	\$6,171,057.00
Taxable	\$0.00
Tax (8.00 %)	\$0.00
Shipping	\$0.00

Additional Terms and Conditions for VMWare ELA

VMWare support & description services:

1. 4th year of VMWare SnS maintenance renewal is set at \$952,689.63
2. 5th year of VMWare SnS maintenance is capped at 20% increase

VMware license purchase discounted rate:

1. 20% off list price VMWare licenses
2. 20% of NET on VMWare SnS

Thank you! We value your business and look forward to working with you.

Terms and Conditions

This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Golden Star Technology ("GST"). The prices contained in this quote may not be relied upon as the price at which GST will accept an offer to purchase products unless expressly agreed to by GST in writing. Products quoted were selected by GST based on specifications available at the time of the quotation. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer.

Exhibit A:

**VMware Enterprise License Agreement
(ELA)**



ENTERPRISE LICENSE AGREEMENT (ELA)

This Enterprise License Agreement (ELA) sets forth the terms and conditions for purchasing the Offerings specified below. This ELA is for the Customer identified below and is made and entered into as of the Effective Date.

Customer Name: County of Riverside	Customer Address: 3450 14 th Street, Riverside,, CA 92501, UNITED STATES
Entitlement Account (EA)#: 329004189	Customer is issuing PO related to this ELA to a VMware channel partner
Effective Date: (if blank, then the Effective Date is the last indicated date of execution)	ELA Period Commencement Date: Effective Date
Territory: United States	ELA Period Expiration Date: 3 years following the Effective Date
This ELA also includes Customer's Affiliates as defined and set forth below.	

ORDER INFORMATION

Customer is ordering the VMware offerings listed on the ELA Schedule on Exhibit A (the "Offerings"). The Offerings may include VMware software, various services, and purchasing tokens or credits. Customer's use of the Offerings is limited to the Territory listed on this ELA.

1. **Software and Support Services Terms.** Customer's use of the Software is subject to the attached VMware End User License Agreement set forth in Exhibit C. Customer's use of the Support Services is subject to the support services terms set forth in the attached Support and Subscription 'SnS' Terms and Conditions set forth in Exhibit D.
 - a) **Deployment Rights.** Customer may deploy the Software listed on Exhibit A during the ELA Period. A license to the Software shall be deemed "deployed" if the Software has been installed and Customer has entered a license key, if necessary, to run the Software prior to the expiration of the ELA Period. Upon expiration of the ELA Period, Customer may continue to use the Software Customer has already deployed, but Customer may not deploy additional copies of the Software. This section does not apply to Software licensed on a subscription basis. For subscription Software, Customer may continue to use Customer's subscription license only if Customer continues to pay the applicable renewal fees.
 - b) **Software Delivery.** VMware shall deliver the Software to Customer by, at VMware's discretion, either: (a) making the Software available for download and emailing the corresponding license key(s); (b) making the Software available for download in a fashion that does not require a license key; or (c) shipping the Software on physical media and emailing the corresponding license key(s). All Software shall be deemed delivered and accepted upon VMware (i) making the Software available for download without the requirement of a license key or (ii) emailing the corresponding license key(s) to Customer. If the Software will be delivered on physical media, shipping and delivery terms are Ex Works VMware's regional fulfillment facility (INCOTERMS 2010).
 - c) **Reporting.** Within thirty (30) days following expiration of the ELA Period, Customer shall report to VMware the total number of Software licenses Customer deployed as of the ELA Period Expiration Date. Customer shall also provide VMware with any other information reasonably requested by VMware to confirm Customer's compliance with the terms of this ELA. Such report shall be provided via e-mail to LicenseAdvisory@vmware.com, or as otherwise specified by VMware in writing. If Customer fails to meet the reporting requirements in this Section, VMware may audit Customer's compliance with the terms of this ELA, at Customer's expense.
2. **Training and Consulting Credits.** Customer's use of the training and consulting credits is subject to the terms set forth in the VMware Consulting and Training Credits Attachment set forth in Exhibit E.
3. **Technical Account Management Services.** Customer's use of the technical and consulting services is subject to the TAM terms set forth in the Technical Account Manager Service attachment set forth in Exhibit F.
4. **Hybrid Purchasing Program.** Customer is purchasing Hybrid Purchasing Program ("HPP") Credits represented as the fund balance ("HPP Fund Balance") listed on the ELA Schedule. Customer may redeem the HPP Fund Balance by accessing My VMware located at

<https://my.vmware.com/web/vmware/login>. The entire HPP Fund Balance will be deemed delivered and accepted when VMware makes the HPP Fund Balance available to Customer in My VMware. Any portion of the HPP Fund Balance that is not redeemed before the termination of the ELA Period will expire, and Customer will not be entitled to a refund for any unused HPP Fund Balance. Any Eligible HPP Service (as that term is used in the HPP Guide) that Customer redeems from the HPP Fund Balance will be referred to as Redeemed Service for the purposes of this ELA. Any Eligible HPP Product (as that term is used in the HPP Guide) that Customer redeems from the HPP Fund Balance will be referred to as "Redeemed Software" for the purposes of this ELA and may only be used in the Territory. The allocation of the HPP Fund Balance to Eligible HPP Products and Eligible HPP Services is as set forth on the ELA Schedule. Customer may change the initial allocation percentage through My VMware, subject to the restrictions in the HPP Guide, but Customer shall not change the initial allocation in a way that allocates more of the original HPP Fund Balance to Eligible HPP Services than as set forth in this initial allocation. The exchange ratio for any change in the initial allocation percentages is 0.8635 when converting a portion of the HPP Fund Balance from Eligible HPP Products to Eligible HPP Services and 1.158 when converting a portion of the HPP Fund Balance from Eligible HPP Services to Eligible HPP Products. Customer's use of the HPP Fund Balance is subject to the HPP Guide posted at <http://www.vmware.com/files/pdf/solutions/VMware-HPP-Program-Guide.pdf>. Customer's use of the Redeemed Service is subject to the terms and conditions accompanying the Redeemed Service, copies of which can be found at www.vmware.com/download/eula. Customer's use of the Redeemed Software is subject to the End User License Agreement attached hereto. Customer's use of the Support Services is subject to the support services terms set forth in the attached Support and Subscription 'SnS' Terms and Conditions.

5. **Customer and Customer Reorganization.** Customer shall not, and shall not allow or permit any third party to, deploy, use or provide access to the Offerings for the benefit of the operations of any other group, entity, department or agency which (a) is in a controlling, parallel, or subordinate position; or (b) becomes part of or takes over part of the operations of Customer as a result of a government or academic Reorganization. "Reorganization" means any consolidation, division, change of control, or other similar action involving Customer and any third party.

The following shall not be included in the definition of Customer: any federal, state, or local entities, public/private educational entities, healthcare groups, or any other affiliated cooperatives, agencies, alumni, or other entities outside of County of Riverside except as otherwise specifically set forth herein.

6. **Customer Reference.** Customer agrees that VMware may reference Customer as a customer of VMware, subject to trademark and logo usage guidelines provided by Customer.

7. **Third Party Beneficiary.** VMware is a direct and intended third party beneficiary of the provisions of this ELA and entitled to enforce the terms of this ELA directly against Customer.

8. **Order of Precedence.** The terms and conditions of this ELA shall prevail over any additional or conflicting terms in any purchase order Customer issues to VMware or any other terms for the Offerings. Unless otherwise modified in this ELA, any terms accompanying the Offerings shall remain in full force. Customer hereby agrees that any purchase orders Customer issues to VMware do not have to be signed to be valid and enforceable.

9. **Assignment.** Customer may not assign, subcontract or transfer this ELA and any of Customer's rights or obligations hereunder, in whole or in part, whether voluntarily, by operation of contract, law or otherwise, including by way of change of control, sale of assets, merger or consolidation without VMware's prior written consent, and any attempt by Customer to assign this ELA without such consent shall be null and void and of no force and effect.

10. **Affiliates.** Customer may allow its Affiliates to use the Offerings as if any such Affiliate were the "Customer" under this ELA. For the avoidance of doubt, the use of Offerings by Customer and its Affiliates may not exceed the total amount of each Offering purchased in this ELA. Customer's reporting requirements in this ELA shall apply to Affiliates' use of the Software. Customer shall ensure compliance with the terms of this ELA by each such Affiliate, and any breach by an Affiliate shall be deemed a breach by Customer. "Affiliate" means each of the companies set forth in Exhibit B, as each such company exists on the Effective Date.

EXHIBIT A
ELA Schedule

I. OFFERINGS

A. ON-PREMISE SOFTWARE (Perpetual Licenses)

Customer is purchasing the following VMware software ("Software") as it exists as of the Effective Date.

DESCRIPTION OF SOFTWARE	MAXIMUM AUTHORIZED DEPLOYMENT DURING THE ELA PERIOD
VMware vCloud Suite Advanced	Unlimited License(s)
Upgrade: VMware vSphere Enterprise to vCloud Suite Advanced	50 License(s)
Upgrade: VMware vSphere Enterprise Plus to vCloud Suite Advanced	50 License(s)
VMware NSX for vSphere - vCloud Suite Add-on	Unlimited License(s)
VMware vSphere with Operations Management Enterprise Plus for 1 processor	Unlimited License(s)
Upgrade: VMware vSphere Standard to vSphere with Operations Management Enterprise Plus for 1 Processor	90 License(s)
Upgrade: VMware vSphere Enterprise to vSphere with Operations Management Enterprise Plus for 1 Processor	102 License(s)
Upgrade: VMware vSphere Enterprise Plus to vSphere with Operations Management Enterprise Plus for 1 Processor	39 License(s)

B. HPP FUND BALANCE. Customer is purchasing HPP credits delivered as the HPP Fund Balance represented below:

HPP FUND BALANCE (MSRP)	INITIAL ALLOCATION PERCENTAGE
590,000.00 USD	70.00 % Eligible HPP Products 30.00 % Eligible HPP Services

Customer may redeem the HPP Fund Balance (i) only for those Eligible HPP Products listed on the attached Eligible HPP Products set forth in Exhibit G and (ii) for the Eligible HPP Services referred to in the HPP Guide.

C. SUPPORT AND SUBSCRIPTION SERVICES ("Support Services")

Customer is purchasing the following Support Services to be provided during the ELA Period:

C.1 On-Premise Software (perpetual licenses): During the ELA Period, VMware shall provide Customer with Production Level Support Services for the Software licensed on a perpetual basis.

C.2 Pre-ELA Installed Software: During the ELA Period, VMware shall provide Customer with Production Level Support Services for the following list of software previously licensed by Customer (Pre-ELA Installed Software), which are coterminous with the ELA Period. The Pre-ELA Installed Software is not subject to any license fees in this ELA. If the Pre-ELA Installed Software includes any licenses granted to Customer's Affiliates as set forth in Exhibit B, the purchase of Support Services for such Pre-ELA Installed Software under this ELA does not automatically transfer such software licenses to Customer.

SKU	Description of Pre-ELA Installed Software	Total	Notes
VU4-PR-A50	View Premier Desktop Add-On -	1	-

	50 desktop VMs		
VS6-EPL	VMware vSphere Enterprise Plus for 1 processor	89	-
VS6-OEPL	VMware vSphere with Operations Management Enterprise Plus for 1 processor	152	-
VCS5-STD	VMware vCenter Server 5 Standard for vSphere 5	1	-
VCS6-STD	VMware vCenter Server Standard for vSphere (Per Instance)	20	-
VU5-PR-STR	VMware Horizon View Premier Bundle Starter Kit	15	-
HZ-STD-100	VMware Horizon View Standard Edition: 100 Pack	12	-
VU5-EN-STR	VMware View Enterprise Bundle - Starter Kit	1	-
CL6-STD	VMware vCloud Suite Standard	80	-
VC-SRM6-25S	VMware Site Recovery Manager Standard (25 VM Pack)	1	-
VU4-PR-100	VMware View Premier Bundle 100 Pack	13	-
VDI-W-STR	VMware View Enterprise Starter Kit	1	-
VC-SRM6-ENT-VM	VMware Site Recovery Manager Enterprise (1 VM)	320	-
VU5-EN-10	VMware View 5 Enterprise Bundle: 10 Pack	2	-
HZ-ADVC-100	VMware Horizon Advanced Edition: 100 Pack (CCU)	15	-
CL6-ENT	VMware vCloud Suite Enterprise	12	-
VS6-STD	VMware vSphere Standard for 1 processor	111	-
VS6-ENT	VMware vSphere Enterprise for 1 processor	152	-

D. **TECHNICAL AND CONSULTING SERVICES.** Customer is purchasing the following technical and consulting services:

D.1 **Technical Account Manager.**

Technical Account Manager	Quantity	Usage Period
Technical Account Manager [TAM Tier 1]	1	3.00 year(s) from the Effective Date

D.2 **Training & Consulting Credits.** Customer is purchasing the following training and consulting credits with no time limit on usage.

Description	Quantity
Consulting & Learning Credits - Prepaid Services PSO Credit 1201+	13,250

Exhibit B:

Affiliates Listing



EXHIBIT B

AFFILIATES

Agricultural Commissioner
Animal Control
Assessor-County Clerk-Recorder
Auditor-Controller
Board of Supervisors
Building and Safety
Career Development
Child Support Services
Clerk of the Board
Commission for Women
Community Action
Community Facilities Districts
Cooperative Extension
Coroner's Office
County Clerk
County Counsel
District Attorney's Office
Economic Development
Environmental Health
Facilities Management
Fire Department
Fleet Services
Flood Control
Housing Authority
Human Resources
Information Technology
Law Library
Library System
Mental Health
Office on Aging
Park & Open Space District
Planning
Probation
Public Administrator
Public Defender

Public Guardian
Public Health
Public Social Services
Purchasing
Recorder
Regional Medical Center
Registrar of Voters
Sheriff
Transportation
Transportation and Land Management
Treasurer-Tax Collector
Veteran's Services Office
Waste Resources
Workforce Development Centers

Exhibit C:

**VMware End User License Agreement
(EULA)**



EXHIBIT C

VMWARE END USER LICENSE AGREEMENT

PLEASE NOTE THAT THE TERMS OF THIS END USER LICENSE AGREEMENT SHALL GOVERN YOUR USE OF THE SOFTWARE, REGARDLESS OF ANY TERMS THAT MAY APPEAR DURING THE INSTALLATION OF THE SOFTWARE.

IMPORTANT-READ CAREFULLY: BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU (THE INDIVIDUAL OR LEGAL ENTITY) AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT ("EULA"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND YOU MUST DELETE OR RETURN THE UNUSED SOFTWARE TO THE VENDOR FROM WHICH YOU ACQUIRED IT WITHIN THIRTY (30) DAYS AND REQUEST A REFUND OF THE LICENSE FEE, IF ANY, THAT YOU PAID FOR THE SOFTWARE.

EVALUATION LICENSE. If You are licensing the Software for evaluation purposes, Your use of the Software is only permitted in a non-production environment and for the period limited by the License Key. Notwithstanding any other provision in this EULA, an Evaluation License of the Software is provided "AS-IS" without indemnification, support or warranty of any kind, expressed or implied.

1. DEFINITIONS.

- 1.1 "Affiliate" means, with respect to a party at a given time, an entity that then is directly or indirectly controlled by, is under common control with, or controls that party, and here "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of that entity.
- 1.2 "Documentation" means that documentation that is generally provided to You by VMware with the Software, as revised by VMware from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.
- 1.3 "Guest Operating Systems" means instances of third-party operating systems licensed by You, installed in a Virtual Machine and run using the Software.
- 1.4 "Intellectual Property Rights" means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.
- 1.5 "License" means a license granted under Section 2.1 (General License Grant).
- 1.6 "License Key" means a serial number that enables You to activate and use the Software.
- 1.7 "License Term" means the duration of a License as specified in the Order.
- 1.8 "License Type" means the type of License applicable to the Software, as more fully described in the Order.
- 1.9 "Open Source Software" or "OSS" means software components embedded in the Software and provided under separate license terms, which can be found either in the `open_source_licenses.txt` file (or similar file) provided within the Software or at http://www.vmware.com/download/open_source.html.
- 1.10 "Order" means a purchase order, enterprise license agreement, or other ordering document issued by You to VMware or a VMware authorized reseller that references and incorporates this EULA and is accepted by VMware as set forth in Section 4 (Order).
- 1.11 "Product Guide" means the current version of the VMware Product Guide at the time of Your Order, copies of which are found at www.vmware.com/download/eula.
- 1.12 "Support Services Terms" means VMware's then-current support policies, copies of which are posted at www.vmware.com/support/policies.
- 1.13 "Software" means the VMware Tools and the VMware computer programs listed on VMware's commercial price list to which You acquire a license under an Order, together with any software code relating to the foregoing that is provided to You pursuant to a support and subscription service contract and that is not subject to a separate license agreement.
- 1.14 "Territory" means the country or countries in which You have been invoiced; provided, however, that if You have been invoiced within any of the European Economic Area member states, You may deploy the corresponding Software throughout the European Economic Area.
- 1.15 "Third Party Agent" means a third party delivering information technology services to You pursuant to a written contract with You.
- 1.16 "Virtual Machine" means a software container that can run its own operating system and execute applications like a physical machine.

1.17 "VMware" means VMware, Inc., a Delaware corporation, if You are purchasing Licenses or services for use in the United States and VMware International Limited, a company organized and existing under the laws of Ireland, for all other purchases.

1.18 "VMware Tools" means the suite of utilities and drivers, Licensed by VMware under the "VMware Tools" name, that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine.

2. LICENSE GRANT.

2.1 **General License Grant.** VMware grants to You a non-exclusive, non-transferable (except as set forth in Section 12.1 (Transfers; Assignment) license to use the Software and the Documentation during the period of the license and within the Territory, solely for Your internal business operations, and subject to the provisions of the Product Guide. Unless otherwise indicated in the Order, licenses granted to You will be perpetual, will be for use of object code only, and will commence on either delivery of the physical media or the date You are notified of availability for electronic download.

2.2 **Third Party Agents.** Under the License granted to You in Section 2.1 (General License Grant) above, You may permit Your Third Party Agents to access, use and/or operate the Software on Your behalf for the sole purpose of delivering services to You, provided that You will be fully responsible for Your Third Party Agents' compliance with terms and conditions of this EULA and any breach of this EULA by a Third Party Agent shall be deemed to be a breach by You.

2.3 **Copying Permitted.** You may copy the Software and Documentation as necessary to install and run the quantity of copies licensed, but otherwise for archival purposes only.

2.4 **Benchmarking.** You may use the Software to conduct internal performance testing and benchmarking studies. You may only publish or otherwise distribute the results of such studies to third parties as follows: (a) if with respect to VMware's Workstation or Fusion products, only if You provide a copy of Your study to benchmark@vmware.com prior to distribution; (b) if with respect to any other Software, only if VMware has reviewed and approved of the methodology, assumptions and other parameters of the study (please contact VMware at benchmark@vmware.com to request such review and approval) prior to such publication and distribution.

2.5 **VMware Tools.** You may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. You are liable for compliance by those third parties with the terms and conditions of this EULA.

2.6 **Open Source Software.** Notwithstanding anything herein to the contrary, Open Source Software is licensed to You under such OSS's own applicable license terms, which can be found in the `open_source_licenses.txt` file, the Documentation or as applicable, the corresponding source files for the Software available at http://www.vmware.com/download/open_source.html. These OSS license terms are consistent with the license granted in Section 2 (License Grant), and may contain additional rights benefiting You. The OSS license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on You than the applicable OSS license terms. To the extent the license for any Open Source Software requires VMware to make available to You the corresponding source code and/or modifications (the 'Source Files'), You may obtain a copy of the applicable Source Files from VMware's website at http://www.vmware.com/download/open_source.html or by sending a written request, with Your name and address to: VMware, Inc., 3401 Hillview Avenue, Palo Alto, CA 94304, United States of America. All requests should clearly specify: Open Source Files Request, Attention: General Counsel. This offer to obtain a copy of the Source Files is valid for three years from the date You acquired this Software.

3. RESTRICTIONS; OWNERSHIP.

3.1 **License Restrictions.** Without VMware's prior written consent, You must not, and must not allow any third party to: (a) use Software in an application services provider, service bureau, or similar capacity for third parties, except that You may use the Software to deliver hosted services to Your Affiliates; (b) disclose to any third party the results of any benchmarking testing or comparative or competitive analyses of VMware's Software done by or on behalf of You, except as specified in Section 2.4 (Benchmarking); (c) make available Software in any form to anyone other than Your employees or contractors reasonably acceptable to VMware and require access to use Software on behalf of You in a matter permitted by this EULA, except as specified in Section 2.2 (Third Party Agents); (d) transfer or sublicense Software or Documentation to an Affiliate or any third party, except as expressly permitted in Section 12.1 (Transfers; Assignment); (e) use Software in conflict with the terms and restrictions of the Software's licensing model and other requirements specified in Product Guide and/or VMware quote; (f) except to the extent permitted by applicable mandatory law, modify, translate, enhance, or create derivative works from the Software, or reverse engineer, decompile, or otherwise attempt to derive source code from the Software, except as specified in Section 3.2 (Decompilation); (g) remove any copyright or other proprietary notices on or in any copies of Software; or (h) violate or circumvent any technological restrictions within the Software or specified in this EULA, such as via software or services.

3.2 **Decompilation.** Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the Territory give You the express right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, You must first request such information from VMware (at info@vmware.com), provide all reasonably requested information to allow VMware to assess Your claim, and VMware may, in its discretion, either provide such interoperability information to You, impose reasonable conditions, including a reasonable fee, on such use of the Software, or offer to provide alternatives to ensure that VMware's proprietary rights in the Software are protected and to reduce any adverse impact on VMware's proprietary rights.

- 3.3 Ownership.** The Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of VMware and its licensors. Your rights to use the Software and Documentation shall be limited to those expressly granted in this EULA and any applicable Order. No other rights with respect to the Software or any related Intellectual Property Rights are implied. You are not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this EULA or the applicable Order. VMware reserves all rights not expressly granted to You. VMware does not transfer any ownership rights in any Software.
- 3.4 Guest Operating Systems.** Certain Software allows Guest Operating Systems and application programs to run on a computer system. You acknowledge that You are responsible for obtaining and complying with any licenses necessary to operate any such third-party software.
- 4. ORDER.** Your Order is subject to this EULA. No Orders are binding on VMware until accepted by VMware. Orders for Software are deemed to be accepted upon VMware's delivery of the Software included in such Order. Orders issued to VMware do not have to be signed to be valid and enforceable.
- 5. RECORDS AND AUDIT.** During the License Term for Software and for two (2) years after its expiration or termination, You will maintain accurate records of Your use of the Software sufficient to show compliance with the terms of this EULA. During this period, VMware will have the right to audit Your use of the Software to confirm compliance with the terms of this EULA. That audit is subject to reasonable notice by VMware and will not unreasonably interfere with Your business activities. VMware may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. You will reasonably cooperate with VMware and any third party auditor and will, without prejudice to other rights of VMware, address any non-compliance identified by the audit by promptly paying additional fees. You will promptly reimburse VMware for all reasonable costs of the audit if the audit reveals either underpayment of more than five (5%) percent of the Software fees payable by You for the period audited, or that You have materially failed to maintain accurate records of Software use.
- 6. SUPPORT AND SUBSCRIPTION SERVICES.** Except as expressly specified in the Product Guide, VMware does not provide any support or subscription services for the Software under this EULA. You have no rights to any updates, upgrades or extensions or enhancements to the Software developed by VMware unless you separately purchase VMware support or subscription services. These support or subscription services are subject to the Support Services Terms.
- 7. WARRANTIES.**
- 7.1 Software Warranty, Duration and Remedy.** VMware warrants to You that the Software will, for a period of ninety (90) days following notice of availability for electronic download or delivery ("**Warranty Period**"), substantially conform to the applicable Documentation, provided that the Software: (a) has been properly installed and used at all times in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than VMware or its authorized representative. VMware will, at its own expense and as its sole obligation and Your exclusive remedy for any breach of this warranty, either replace that Software or correct any reproducible error in that Software reported to VMware by You in writing during the Warranty Period. If VMware determines that it is unable to correct the error or replace the Software, VMware will refund to You the amount paid by You for that Software, in which case the License for that Software will terminate.
- 7.2 Software Disclaimer of Warranty.** OTHER THAN THE WARRANTY ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VMWARE AND ITS SUPPLIERS MAKE NO OTHER EXPRESS WARRANTIES UNDER THIS EULA, AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. VMWARE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET YOUR REQUIREMENTS.
- 8. INTELLECTUAL PROPERTY INDEMNIFICATION.**
- 8.1 Defense and Indemnification.** Subject to the remainder of this Section 8 (Intellectual Property Indemnification), VMware shall defend You against any third party claim that the Software infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of Your actions) under the laws of: (a) the United States and Canada; (b) the European Economic Area; (c) Australia; (d) New Zealand; (e) Japan; or (f) the People's Republic of China, to the extent that such countries are part of the Territory for the License ("**Infringement Claim**") and indemnify You from the resulting costs and damages finally awarded against You to such third party by a court of competent jurisdiction or agreed to in settlement. The foregoing obligations are applicable only if You: (i) promptly notify VMware in writing of the Infringement Claim; (ii) allow VMware sole control over the defense for the claim and any settlement negotiations; and (iii) reasonably cooperate in response to VMware requests for assistance. You may not settle or compromise any Infringement Claim without the prior written consent of VMware.
- 8.2 Remedies.** If the alleged infringing Software become, or in VMware's opinion be likely to become, the subject of an Infringement Claim, VMware will, at VMware's option and expense, do one of the following: (a) procure the rights necessary for You to make continued use of the affected Software; (b) replace or modify the affected Software to make it non-infringing; or (c) terminate the License to the affected Software and discontinue the related support services, and, upon Your certified deletion of the affected Software, refund: (i) the fees paid by You for the License to the affected Software, less straight-line depreciation over a three (3) year useful life beginning on the date such Software was delivered; and (ii) any pre-paid service fee attributable to related support services to be delivered after the date such service is stopped. Nothing in this Section 8.2

(Remedies) shall limit VMware's obligation under Section 8.1 (Defense and Indemnification) to defend and indemnify You, provided that You replace the allegedly infringing Software upon VMware's making alternate Software available to You and/or You discontinue using the allegedly infringing Software upon receiving VMware's notice terminating the affected License.

8.3 Exclusions. Notwithstanding the foregoing, VMware will have no obligation under this Section 8 (Intellectual Property Indemnification) or otherwise with respect to any claim based on: (a) a combination of Software with non-VMware products (other than non-VMware products that are listed on the Order and used in an unmodified form); (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer VMware version would have avoided the infringement; (d) any modification to the Software made without VMware's express written approval; (e) any claim that relates to open source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by VMware into Software listed on VMware's commercial price list; or (f) any Software provided on a no charge, beta or evaluation basis. THIS SECTION 8 (INTELLECTUAL PROPERTY INDEMNIFICATION) STATES YOUR SOLE AND EXCLUSIVE REMEDY AND VMWARE'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability. TO THE MAXIMUM EXTENT MANDATED BY LAW, IN NO EVENT WILL VMWARE AND ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. VMWARE'S AND ITS LICENSORS' LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE GREATER OF THE LICENSE FEES YOU PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM OR \$5000. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER VMWARE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9.2 Further Limitations. VMware's licensors shall have no liability of any kind under this EULA and VMware's liability with respect to any third party software embedded in the Software shall be subject to Section 9.1 (Limitation of Liability). You may not bring a claim under this EULA more than eighteen (18) months after the cause of action arises.

10. TERMINATION.

10.1 EULA Term. The term of this EULA begins on the notice of availability for electronic download or delivery of the Software and continues until this EULA is terminated in accordance with this Section 10.

10.2 Termination for Breach. VMware may terminate this EULA effective immediately upon written notice to You if: (a) You fail to pay any portion of the fees under an applicable Order within ten (10) days after receiving written notice from VMware that payment is past due; or (b) You breach any other provision of this EULA and fail to cure within thirty (30) days after receipt of VMware's written notice thereof.

10.3 Termination for Insolvency. VMware may terminate this EULA effective immediately upon written notice to You if You: (a) terminate or suspend your business; (b) become insolvent, admit in writing Your inability to pay Your debts as they mature, make an assignment for the benefit of creditors; or become subject to control of a trustee, receiver or similar authority; or (c) become subject to any bankruptcy or insolvency proceeding.

10.4 Effect of Termination. Upon VMware's termination of this EULA: (a) all Licensed rights to all Software granted to You under this EULA will immediately cease; and (b) You must cease all use of all Software, and return or certify destruction of all Software and License Keys (including copies) to VMware, and return, or if requested by VMware, destroy, any related VMware Confidential Information in Your possession or control and certify in writing to VMware that You have fully complied with these requirements. Any provision will survive any termination or expiration if by its nature and context it is intended to survive, including Sections 1 (Definitions), 2.6 (Open Source Software), 3 (Restrictions; Ownership), 5 (Records and Audit), 7.2 (Software Disclaimer of Warranty), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information) and 12 (General).

11. CONFIDENTIAL INFORMATION.

11.1 Definition. "Confidential Information" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which are in tangible form and labelled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding VMware's pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software.

11.2 Protection. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by this EULA, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this EULA and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care

11.3 Exceptions. Recipient's obligations under Section 11.2 (Protection) with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11.4 Data Privacy. You agree that VMware may process technical and related information about Your use of the Software which may include internet protocol address, hardware identification, operating system, application software, peripheral hardware, and non-personally identifiable Software usage statistics to facilitate the provisioning of updates, support, invoicing or online services and may transfer such information to other companies in the VMware worldwide group of companies from time to time. To the extent that this information constitutes personal data, VMware shall be the controller of such personal data. To the extent that it acts as a controller, each party shall comply at all times with its obligations under applicable data protection legislation.

12. GENERAL.

12.1 Transfers; Assignment. Except to the extent transfer may not legally be restricted or as permitted by VMware's transfer and assignment policies, in all cases following the process set forth at <https://www.vmware.com/support/policies/licensingpolicies.html>, You will not assign this EULA, any Order, or any right or obligation herein or delegate any performance without VMware's prior written consent, which consent will not be unreasonably withheld. Any other attempted assignment or transfer by You will be void. VMware may use its Affiliates or other sufficiently qualified subcontractors to provide services to You, provided that VMware remains responsible to You for the performance of the services.

12.2 Notices. Any notice delivered by VMware to You under this EULA will be delivered via mail, email or fax.

12.3 Waiver. Failure to enforce a provision of this EULA will not constitute a waiver.

12.4 Severability. If any part of this EULA is held unenforceable, the validity of all remaining parts will not be affected.

12.5 Compliance with Laws; Export Control; Government Regulations. Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this EULA.

12.6 Construction. The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" means "including but not limited to".

12.7 Governing Law. This EULA is governed by the laws of the State of California, United States of America (excluding its conflict of law rules), and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Riverside County, California will be the exclusive jurisdiction for disputes arising out of or in connection with this EULA. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

12.8 Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

12.9 Order of Precedence. In the event of conflict or inconsistency among the Product Guide, this EULA and the Order, the following order of precedence shall apply: (a) the Product Guide, (b) this EULA and (c) the Order. With respect to any inconsistency between this EULA and an Order, the terms of this EULA shall supersede and control over any conflicting or additional terms and conditions of any Order, acknowledgement or confirmation or other document issued by You.

12.10 Entire Agreement. This EULA, including accepted Orders and any amendments hereto, and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof. This EULA may be amended only in writing signed by authorized representatives of both parties.

12.11 Contact Information. Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America, Attention: Legal Department.

Exhibit D:

**VMware Support and Subscription
Services “SnS” Terms and
Conditions**



EXHIBIT D

VMware, Inc. Support and Subscription Services "SnS" Terms and Conditions

VMware, Inc., a Delaware corporation, or VMware International Limited, a company organized under the laws of Ireland, as applicable ("VMware"), shall provide Technical Support and Subscription Services (as defined herein) (collectively, the "Services") to the Customer, per the terms of this Agreement (the "Agreement") and as set forth at the VMware Support Services Website, at <http://www.vmware.com/support/services/>. The applicable VMware entity, Effective Date, Software, and Services level will be set forth on the applicable enterprise license agreement, SnS order form, Customer's purchase Order, or, if Customer has purchased support on a per-incident basis ("Per Incident"), in the registration form completed by Customer upon such purchase (collectively the "Order").

1. Definitions.

1.1 "Error" means a failure in the Software to materially conform to the specifications described in the applicable product documentation ("Documentation").

1.2 "Modified Code" means any modification, addition and/or development of code scripts deviating from the predefined product code tree(s)/modules developed by VMware for production deployment or use. Modified Code excludes customizable Software options for which VMware offers Services on the applicable VMware price list.

1.3 "Services Fees" means the fees for Services specified in a corresponding VMware or reseller invoice.

1.4 "Services Period" means the period for which Customer has purchased the Services and any subsequent renewal periods and shall commence: (a) for Software Licenses for which Services are mandatory, on the date the applicable Software License Key(s) are made available for download, and (b) for Software Licenses for which Services are optional, on the date of purchase of the Services.

1.5 "Severity" is a measure of the relative impact an Error has on the use of the Software, as determined by VMware. The following Severity levels apply to all Software:

(a) "Severity One" means Customer's production server or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Customer's mission critical data is at a significant risk of loss or corruption; (ii) Customer has had a substantial loss of service; or (iii) Customer's business operations have been severely disrupted.

(b) "Severity Two" means that major functionality is severely impaired such that (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected; (ii) a major milestone is at risk; ongoing and incremental installations are affected; or (iii) a temporary workaround is available.

(c) "Severity Three" means a partial, non-critical loss of functionality of the software such that: (i) the operation of some component(s) is impaired but allows the user to continue using the Software; or (ii) initial installation milestones are at minimal risk.

(d) "Severity Four" means (i) general usage questions and cosmetic issues, including errors in the documentation, and (ii) cases opened via email for Zimbra Software.

1.6 "Software" means software offered on the VMware price list, and all components shipped with the Software, including Open Source components.

1.7 "Subscription Services" means the provision of Maintenance Releases, Minor Releases and Major Releases (each defined below), if any, to the Software, as well as corresponding Documentation, to Customer.

(a) "Maintenance Release" or "Update" means a generally available release of the Software that typically provides maintenance corrections or fixes only, designated by VMware by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1), or for certain Software, by means of a change in the digit of the Update number (e.g. Software 5.0 Update 1).

(b) "Minor Release" means a generally available release of the Software that (i) introduces a limited amount of new features and functionality, and (ii) is designated by VMware by means of a change in the digit to the right of the decimal point (e.g., Software 5.0>>Software 5.1).

(c) "Major Release," also known as an "Upgrade," means a generally available release of the Software that (i) contains functional enhancements or extensions, and (ii) is designated by VMware by means of a change in the digit to the left of the first decimal point (e.g., Software 5.0 >> Software 6.0).

1.8 "Technical Support" means the provision of telephone or web-based technical assistance by VMware to Customer's technical contact(s) with respect to installation and Errors, at the corresponding Services level purchased by Customer.

1.9 "Third Party Products" means any software or hardware that (i) is manufactured by a party other than VMware and (ii) has not been incorporated into the Software.

2. Service Terms.

2.1 **Provision of Services.** Subject to the terms of this Agreement, VMware shall, during the Services Period, provide Customer with Services at the applicable Services level purchased. Customer acknowledges that Customer's use of the Subscription Services will be subject to the terms and restrictions accompanying those Subscription Services in the VMware Product Guide located at www.vmware.com/download/eula.

2.2 **End of Availability.** VMware may, at its discretion, decide to retire Software and/or Services from time to time ("End of Availability"). VMware shall post notice of End of Availability, including the last date of general commercial availability of the affected Software and the timeline for discontinuing Services, at <https://www.vmware.com/support/policies/lifecycle.html>. VMware shall have no obligation to provide Services for Software that is outside of the applicable Service life.

2.3 Purchase Requirements.

(a) Except as otherwise provided for by VMware, Customer may purchase initial Services only for the most current, generally available release of the Software.

(b) Customer must purchase and/or renew Services at the same Services level for all of the Software in a given environment (e.g., Test, Development, QA, Production).

(c) Except as otherwise provided in the applicable price list, the minimum term for any Service offering is one (1) year.

(d) These Services Terms and conditions will automatically update to VMware's then-current Services terms and conditions set forth at https://www.vmware.com/files/pdf/support/support_terms_conditions.pdf upon any renewal of Services.

2.4 Exclusions.

(a) Services do not cover problems caused by the following:

(i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by VMware; operation of the Software with other media not in accordance with the manufacturer's specifications; or causes other than ordinary use;

(ii) improper installation by Customer or use of the Software that deviates from any operating procedures as specified in the Documentation;

(iii) Third Party Products, other than the interface of the Software with the Third Party Products;

(iv) Modified Code;

(v) issues relating to Software offered as a Service ("SaaS");

(vi) any customized deliverables created by VMware specifically for Customer as part of consulting services; or (viii); use of the Software with unsupported tools (i.e., Java Development Kit (JDK); Java Runtime Environment (JRE)), APIs, interfaces or data formats other than those included with the Software and supported as set forth in the Documentation; or

(vii) any issue not covered by Technical Support.

Customer may request assistance from VMware for such problems, for an additional fee.

(b) In the event that VMware suspects that a reported problem may be related to Modified Code, VMware, may, in its sole discretion, (i) request that the Modified Code be removed, and/or (ii) inform Customer that additional assistance may be obtained by Customer directly from various product discussion forums or by engaging VMware's consulting services group for an additional fee.

2.5 Customer Responsibilities.

VMware's obligations regarding Services are subject to the following:

(a) Customer agrees to receive from VMware communications via e-mail, telephone, and other formats, regarding Services (such as communications concerning support coverage, Errors or other technical issues and the availability of new releases of the Software).

(b) Customer's technical contact shall cooperate to enable VMware to deliver the Services.

(c) Customer is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software.

(d) Customer shall promptly report to VMware all problems with the Software, and shall implement any corrective procedures provided by VMware reasonably promptly after receipt.

(e) Customer is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory requirements as applicable, before contacting VMware for Technical Support. VMware is not responsible for lost data or information in the event of errors or other malfunction of the Software or computers on which the Software is used.

(f) Customer will have dedicated resources available to work 24X7 on Severity One Errors.

3. Services Offerings and Fees.

3.1 Services Fee Terms.

(a) Services Fees are payable on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Services Period. Services Fees are specified in the applicable price list and are non-refundable.

(b) In the event that Customer renews or adds a Services offering that has a minimum term of one (1) year, Customer may elect to make Services for all or a portion of its Software Licenses coterminous with the renewed or added Services. In such case, VMware will prorate the applicable Services Fees to extend the current Services Period to make it coterminous with such renewed or added Services.

(c) For Software that is licensed on a perpetual basis, if a Customer purchases Services after acquiring the Software Licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Software and must pay: (i) the applicable Services Fees for the current Services Period; (ii) the amount of Services Fees that would have been paid for the period of time that Customer had not enrolled in the Services, and (iii) a twenty-percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii).

(d) In cases where Customer purchases a License to migrate up from one edition of the Software to another (e.g., VMware vSphere Standard to VMware vSphere Enterprise Plus), any unused period of the Services Period on the original License will be converted and used to extend the Services Period for the newly purchased upgraded License. This paragraph (d) shall not apply to enterprise license agreements.

(e) If Customer originally purchased Services from a VMware Authorized Service Provider and is now renewing only Technical Support through such VMware Authorized Service Provider, Customer may purchase Subscription Services separately on a renewal basis from VMware. The renewal fee for such Subscription Services shall be as set forth in the applicable price list. "Authorized Service Provider" means a third party that is authorized under contract by VMware to provide first and/or second level Technical Support for the Software.

3.2 Advanced and Complimentary Offerings.

(a) Certain Services (e.g., Business Critical Support and Mission Critical Support) require that Customer also purchase a base level of support. See the applicable price list for details.

(b) VMware may offer complimentary Services, including VMware Complimentary Update Services for certain Software, as more fully described at the VMware Technical Support Services website. "VMware Complimentary Update Services" means the provision of Maintenance Releases and Minor Releases, if any, to Customer. This VMware Complimentary Update Service does not include the provision of any Major Releases.

(c) Services for Software made available under open source licenses may be subject to additional policies located at <https://www.vmware.com/support/policies/opensource.html>.

4. Miscellaneous Terms

4.1 **Payment Terms.** Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse VMware for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on the net income of VMware). All invoices issued hereunder by VMware are due and payable within thirty (30) days of the date of the invoice. Amounts not paid on time are subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law. If payment of any Services Fee is overdue, VMware may also suspend performance until such delinquency is corrected.

4.2 **Limited Warranty.** VMware warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to industry standards. Upon Customer providing VMware with a reasonably detailed written notice to cure within thirty (30) days of occurrence of the nonconformance, VMware will re-perform the Services to achieve commercially reasonable conformance with the above warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT MANDATED BY LAW, THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF SERVICES.

4.3 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VMWARE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO CUSTOMER. VMWARE'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY CUSTOMER TO VMWARE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM.

4.4 Termination. VMware may terminate the Agreement and all Services at any time if (1) it is discovered that Customer is currently in breach of its Software license restrictions, pursuant to Customer's Software license or (2) Customer is in material breach of this Agreement.

4.5 Data Protection. Customer acknowledges that correspondence and log files generated in conjunction with a request for Services may contain sensitive, confidential or personal information. Customer is solely responsible for taking the steps it considers necessary to protect such data, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware.

4.6 Other. Customer may not assign or delegate this Agreement to any third party without the prior written consent of VMware. This Agreement shall be governed by the laws of the State of California without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Riverside County, California. This Agreement constitutes the entire agreement of the parties with respect to the provision of the Services by VMware to Customer, and supersedes all prior written or oral communications, understandings and agreements. This Agreement may not be amended except in a written document signed by both parties. Any waiver of the provisions of this Agreement must be in writing to be effective. Except as expressly set forth herein, no terms of any purchase order or other business form that Customer may use will affect the obligations of the parties under this Agreement, and any such purchase order or other business form of Customer which contains additional or conflicting terms are hereby rejected by VMware. Customer agrees that purchase orders do not have to be signed to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law. The version of the Technical Support guide found at https://www.vmware.com/files/pdf/support/tech_support_guide.pdf and the policies located at <https://www.vmware.com/support/policies/index/> are the governing versions of such documents/policies; any translation into other languages is for convenience only. VMware may update the Technical Support guide and support policies periodically, without prior notice.

Exhibit E:

VMware Consulting and Training Credits



VMware Consulting and Training Credits

Overview

VMware® Consulting and Training Credits provide a cost-effective and flexible way to purchase services and education classes. If you are planning to implement VMware products but have not yet finalized your strategy, VMware credits enable you to budget for consulting services and education up front and redeem the credits as needed.

How Credits Work

- You must activate your credits account before credits can be used. Credits expire one calendar year from date of purchase even if your credits account has not been activated.
- When ready to redeem credits, go to www.vmware.com and access the MyLearn portal.
 - For education classes, follow the registration procedures and select "Professional Services Organization (PSO) credits" when asked for payment option.
 - For consulting services, complete and submit the Consulting Engagement Request Form, and a VMware Professional Services Solution Architect will contact you.

Key Benefits

- Greater flexibility: leverage budget cycles and apply credits as needed towards education and consulting services.
- Built-in value: credits include volume discounts for packaged consulting and training.
- Less administrative effort: accelerate the order fulfillment process by purchasing credits in bulk.

Availability

- Credits are available for purchase globally and can be used towards any available packaged consulting, custom consulting or training service, and VMware Certified Professional (VCP) exams.
- Purchase of credits is available to VMware end-user customers only.
- Credits can be purchased directly from VMware or from VMware authorized distribution and reseller partners. You can also purchase credits from the VMware store at vmware.com (limit 150 credits per transaction).

VMware List Price Discount Schedule

# Credits	Discount *	SKU
1-150	0%	SVC-CR-0
151-600	10%	SVC-CR-10
601-1200	15%	SVC-CR-15
1201-2000	20%	SVC-CR-20

* VMware list price discount only. If you want to purchase from a VMware authorized reseller or distributor contact them for applicable pricing.

Credits Terms and Conditions

- You must activate your credits account before credits can be used. Credits expire one calendar year from date of purchase even if your credits account has not been activated.
- Credits may be redeemed for VMware consulting services and VMware delivered education courses, and for training delivered through the VMware Authorized Training Center (VATC) program.
- For packaged consulting and education offerings, one (1) credit may be redeemed for \$100 USD of VMware list price services.
- For custom consulting engagements credits are applied according to the list price based on volume of purchase.
- For custom consulting engagements a SOW is not required at the time of purchase; however, a signed SOW is required prior to the engagement.
- The Technical Account Manager (TAM) program is delivered as an at-cost service and credits are applied according to list price by volume.
- Credits may be used towards Travel and Expense (T&E) and are applied at list price by volume.

For More Information

For more information about credits see the [VMware Consulting and Training Credits FAQ](#).

More information about VMware software and services is available from <http://www.vmware.com> and from your local VMware representative.

About VMware Professional Services

VMware Professional Services helps IT departments in companies of all sizes accelerate time to market, reduce deployment risk and maximize ROI as they adopt virtualization. VMware Professional Services and its extensive partner ecosystem comprises experienced IT professionals who provide consulting, technical account management, integration and deployment services, and education services for VMware products and solutions. As the largest services organization focused solely on virtualization, our consultants have in-depth expertise and use proven, repeatable delivery methodologies that have helped thousands of customers energize IT while saving energy—financial, human and the earth's—through virtualization.

Terms and Conditions

This datasheet is for informational purposes only. VMWARE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DATASHEET. All VMware service engagements are governed by the [VMware Professional Services General Terms and Conditions](#) (see <http://www.vmware.com/files/pdf/services/tc.pdf>).



Exhibit F:

**VMware Technical Account Manager
Service Attachment**



VMware Technical Account Manager Services

Improve operations with unparalleled product knowledge

VMware Technical Account Managers (TAMs) provide unrivaled product knowledge and proven skills to help you streamline deployment and improve operations of your VMware platform. Backed by the resources of the entire VMware organization and armed with best practices, TAMs work with you to minimize operational risks and realize business value from your IT transformation.

- Accelerate business breakthroughs by operationalizing technology innovations at scale
- Improve IT availability and performance by having a single point of contact for your technology-related questions and coordination of issue management and problem resolution
- Cultivate your staff's knowledge of VMware technology usage and best practices through customized information sessions and access to VMware product experts
- Reduce costs and maximize the return on your VMware investment by taking full advantage of the capabilities offered by our platform, solutions and services

- We collaborate and listen
- We set strategic objectives and execute with measurable outcomes
- We ask innovative questions and provide actionable answers
- We imagine new possibilities and deliver unrivaled insight
- We embrace challenges and tackle complexity with rigor
- We transfer knowledge, skills and confidence—enabling you to efficiently run and operate your VMware environments

Overview

As your organization standardizes on VMware solutions to propel efficiencies in your IT infrastructure, your TAM works with you to address the operational considerations required to ensure step-function improvements. Your TAM:

- Acts as primary focal point for technical questions, ideas and hurdles. They provide an inroad to VMware product experts and present your needs for inclusion in future product releases.
- Coordinates your VMware issue management, escalation and resolution, and help you optimize license and professional services credits usage.
- Develops virtualization and cloud computing strategies for a pre-defined set of businesses, geographies, and VMware solutions. They work with you to ensure that your strategies align with the objectives of designated lines of business.
- Creates a business review with you twice a year.
- Coordinates briefings and deep dive sessions with VMware product experts on topics that are pertinent to your environment and objectives.

Customer Profile

You should consider the Technical Account Manager Service if:

- Your organization and staff will benefit from a go-to expert to assist with learning VMware technology
- You want to streamline infrastructure operations by best leveraging virtualization or cloud technologies
- You want a single point of contact that can best advocate your needs and identify opportunities for better exploitation of VMware technology
- You want assistance developing strategies and internally communicating the value of your virtualized and cloud computing investments
- You seek prescriptive, real-time guidance that enables you to avoid common pitfalls and manage complexity

Related VMware Services

- VMware Enterprise Technical Account Manager (TAM)—A cross-functional advisor and VMware advocate designed to serve as an extension of your strategic IT transformation team for 2 ½ days a week.
- VMware Dedicated Enterprise Technical Account Manager (TAM)—A full time, cross-functional advisor and customer advocate, designed to enable a long-term partnership between VMware and its largest customers to help transform their IT organizations to IT service delivery models.

Key Activities and Deliverables

CUSTOMER VALUE AREA		TAM
Service Time	12-month engagement	1 day per week
Customer Advocacy	Proactive focal point into VMware to address business/technical hurdles	✓
	Coordination of product management and engineering meetings	✓
	Advocate for prioritization of feature requests into release cycle	✓
Operational Risk Mitigation	Coordination of VMware issue management, escalation and resolution	✓
	PSO credit management and licenses usage optimization	✓
Best Practices and Education	Best practice review	Up to twice a year, 10 best practices
	Technology education enablement (deep dive sessions, customer briefings)	✓
	TAM customer webcasts	✓
	Cross-vendor integration and best practices	✓
	TAM customer learning assessment	✓
Special Access Programs (NDA required)	Early access (alpha/beta) products	✓
	Invitation to exclusive TAM customer events (e.g., TAM Day @ VMworld)	✓
Insight and Planning	Insight to support business transformation (CMA)	✓
	Optimize VMware investment	✓
	Virtualization strategy—plan and align	✓
Analytics and Measurement	TAM service customer analytics report (made "anonymous")	✓
	TAM business review	Bi-Annual
	Define internal customer success metrics for the business	✓

Pricing and Scoping

The VMware Technical Account Manager Service includes up to one (1) business day of service from a VMware Technical Account Manager per week for a 12-month period. For pricing, please contact your local VMware Sales Representative.

For More Information

More information about VMware Technical Account Manager and related services is available from your local VMware representative and at www.vmware.com/services.

About VMware Professional Services

VMware Professional Services transform IT possibilities into business outcomes. Our comprehensive portfolio of services uncovers and exploits the unique opportunities made possible by VMware technology. Drawing on our unparalleled product expertise and customer experience, we collaborate with your team to address the technical, people, process and financial considerations for IT transformation to deliver results that are positive, tangible, and material to IT and your business.

www.vmware.com/services

Terms and Conditions

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www.vmware.com/files/pdf/services/tc.pdf



Exhibit G:

VMware Eligible HPP Products



EXHIBIT G

ELIGIBLE HPP PRODUCTS

PRODUCT_FAMILY	PART_DESCRIPTION	SKU
Continuent	VMware Continuent Clustering for MySQL - 3-Node Cluster License	CN-CP3-MS-C
Continuent	VMware Continuent Replication for MySQL - Per 25 Server License	CN-RP25-MS-C
Continuent	VMware Continuent Clustering for MySQL Staging/Development - Per Server License	CN-CP-MS-DEV-C
Continuent	VMware Continuent Replication for Oracle (Source) - Per Server License	CN-RP-OS-C
Continuent	VMware Continuent Replication for Oracle (Target) - Per Server License	CN-RP-OT-C
Continuent	VMware Continuent Replication for Microsoft SQL Server (Target) - Per Server License	CN-RP-MST-C
Continuent	VMware Continuent for Hadoop Applier (includes 1 applier for Oracle, 10 appliers for MySQL)	CN-ABD-HA-C
Continuent	VMware Continuent for Vertica Applier (includes 1 applier for Oracle, 10 appliers for MySQL)	CN-ABD-VE-C
Continuent	VMware Continuent for Redshift Applier (includes 1 applier for Oracle, 10 for appliers MySQL)	CN-ABD-RS-C
Continuent	VMware Continuent Clustering for MySQL - Per Server License	CN-CPS-MS-C
Continuent	VMware Continuent Disaster Recovery for MySQL - Per Server License	CN-DR-MS-C
Continuent	VMware Continuent Replication for MySQL - Per Replication Service	CN-RPS-MS-C
Fusion	VMware Fusion 8 Pro, ESD	FUS8-PRO-C
Fusion	Upgrade: VMware Fusion 6.x, Fusion 6.x Pro, Fusion 7.x, Fusion 7.x Pro, and Fusion 8 to Fusion 8 Pro, ESD	FUS8-PRO-UG-C
Horizon	VMware Horizon Advanced Edition: 10 Pack (CCU)	HZ-ADVC-10-C
Horizon	VMware Horizon Advanced Edition: 100 Pack (CCU)	HZ-ADVC-100-C
Horizon	VMware Horizon Advanced Edition: 10 Pack (Named Users)	HZ-ADVN-10-C
Horizon	VMware Horizon Advanced Edition: 100 Pack (Named Users)	HZ-ADVN-100-C
Horizon	VMware Horizon View Standard Edition: 10 Pack (CCU)	HZ-STD-10-C
Horizon	VMware Horizon View Standard Edition: 100 Pack (CCU)	HZ-STD-100-C

Horizon	VMware Horizon View Standard Add-On: 10 Pack (CCU)	HZ-STD-A10-C
Horizon	VMware Horizon View Standard Add-On: 100 Pack (CCU)	HZ-STD-A100-C
Horizon	VMware Horizon DaaS On Premise Platform: 100-Pack	HZ-DS-100-C
Horizon	VMware Horizon Enterprise Edition: 10 Pack (CCU)	HZ-ENTC-10-C
Horizon	VMware Horizon Enterprise Edition: 100 Pack (CCU)	HZ-ENTC-100-C
Horizon	VMware Horizon Enterprise Edition: 10 Pack (Named Users)	HZ-ENTN-10-C
Horizon	VMware Horizon Enterprise Edition: 100 Pack (Named Users)	HZ-ENTN-100-C
Horizon	VMware Horizon FLEX 10 pack (Per Device)	HZ-FLX-10-C
Horizon	VMware Horizon for Linux: 10 Pack (CCU)	HZ-LXC-10-C
Horizon	VMware Horizon for Linux: 100 Pack (CCU)	HZ-LXC-100-C
Horizon	VMware Horizon FLEX Add-On 10 pack (Per Device)	HZ-FLX-AD10-C
Horizon	Upgrade: Fusion 8 Pro or Workstation 12 Player or Workstation 12 Pro to Horizon FLEX per Device	HZ-F8WS12-FLX-UG-C
Horizon	Upgrade: Fusion 6 or 7 or Player 6 or 7 or Workstation 10 or 11 to Horizon FLEX per Device	HZ-F7WS11-FLX-UG-C
Horizon Application Management Bundle	VMware Horizon Application Management Bundle: 10 Pack (CCU)	HZ-APMC-10-C
Horizon Application Management Bundle	VMware Horizon Application Management Bundle: 100 Pack (CCU)	HZ-APMC-100-C
Horizon Application Management Bundle	VMware Horizon Application Management Bundle: 10 Pack (Named Users)	HZ-APMN-10-C
Horizon Application Management Bundle	VMware Horizon Application Management Bundle: 100 Pack (Named Users)	HZ-APMN-100-C
IT Business Management	VMware vRealize Business 8 Advanced Additional User - perpetual license for 5 users	BM-ADV-AD-C
IT Business Management	VMware vRealize Business 8 Advanced Foundation Package - perpetual license for 5 users	BM-ADV-FND-C
IT Business Management	VMware vRealize Business 8 Advanced Read-Only Perpetual License for 5 users	BM-ADV-RO-C
IT Business Management	VMware vRealize Business 8 Enterprise Additional User - perpetual license for 5 users	BM-ENT-AD-C
IT Business Management	VMware vRealize Business 8 Enterprise Foundation Package - perpetual license for 10 users	BM-ENT-FND-C

IT Business Management	VMware vRealize Business 8 Enterprise Read-Only Perpetual License for 5 users	BM-ENT-RO-C
Mirage	VMware Mirage for Physical: 10 Pack	MGP-10-C
Mirage	VMware Mirage for Physical: 100 Pack	MGP-100-C
Mirage	VMware Mirage for Physical - for Previous Windows Migration Customers, 10-Pack Named Users	MW-MGP-10-C
Mirage	VMware Mirage for Physical - for Previous Windows Migration Customers, 100-Pack Named Users	MW-MGP-100-C
Nicira	VMware NSX for vSphere per Processor	NX-VS-C
Nicira	VMware NSX for vSphere - vCloud Suite Add-on per Processor	NX-CLAD-C
Nicira	VMware NSX for Multi-Hypervisor per Processor	NX-MHV-C
Nicira	Upgrade: VMware NSX for vSphere to VMware NSX for Multi-Hypervisor	NX-VS-MHV-UG-C
Nicira	Upgrade: VMware NSX for vSphere - vCloud Suite Add-on to VMware NSX for Multi-Hypervisor	NX-CLAD-MHV-UG-C
Nicira	VMware NSX for vSphere: Horizon edition (100 VM Pack)	NX-VS-100VM-C
Storage	VMware Virtual SAN 6 Standard for 1 processor	ST6-VSAN-C
Storage	VMware Virtual SAN 6 Standard for Desktop 100 Pack (CCU)	ST6-VSDT100-C
Storage	VMware Virtual SAN 6 Standard for Desktop 10 Pack (CCU)	ST6-VSDT10-C
Storage	Upgrade: VMware vSphere Storage Appliance to VMware Virtual SAN 6 Standard Bundle	ST6-VSA-VSAN-UG-C
Storage	VMware Virtual SAN 6 Advanced for 1 processor	ST6-ADV-C
Storage	VMware Virtual SAN 6 Advanced for Desktop 10 Pack (CCU)	ST6-ADVD10-C
Storage	VMware Virtual SAN 6 Advanced for Desktop 100 Pack (CCU)	ST6-ADVD100-C
Storage	Upgrade: VMware Virtual SAN 6 Standard to VMware Virtual SAN 6 Advanced for 1 processor	ST6-STD-ADV-UG-C
Storage	VMware Virtual SAN 6 for Remote Office Branch Office (25 VM pack)	ST6-RB-25VM-C
ThinApp	VMware ThinApp 5 Client Licenses 100 Pack	THIN5-100PK-C
ThinApp	VMware ThinApp 5 Suite	THIN5-STE-C
User Environment Manager	VMware User Environment Manager: 10 Pack (CCU)	UEM-CCU-10-C

User Environment Manager	VMware User Environment Manager: 100 Pack (CCU)	UEM-CCU-100-C
User Environment Manager	VMware User Environment Manager: 10 Pack (Named Users)	UEM-NU-10-C
User Environment Manager	VMware User Environment Manager: 100 Pack (Named Users)	UEM-NU-100-C
vCenter	VMware vCenter Configuration Manager Workstation (one unit) for Linux or Windows	VC-CMW-C
vCenter	VMware vCenter Operations Management Pack for EPIC	VC-EPIC-C
vCenter	VMware Site Recovery Manager 6 Standard (25 VM Pack)	VC-SRM6-25S-C
vCenter	VMware Site Recovery Manager 6 Enterprise (25 VM Pack)	VC-SRM6-25E-C
vCenter	VMware vCloud NFV Per Processor Bundle	VC-TNFV-BUN-C
vCloud	VMware vCloud Suite 6 Standard	CL6-STD-C
vCloud	VMware vCloud Suite 6 Advanced	CL6-ADV-C
vCloud	VMware vCloud Suite 6 Enterprise	CL6-ENT-C
vCloud	Upgrade: VMware vSphere 6 Hypervisor to vCloud Suite 6 Standard	CL6-HYP-CSTD-UG-C
vCloud	Upgrade: VMware vSphere 6 Hypervisor to vCloud Suite 6 Advanced	CL6-HYP-CADV-UG-C
vCloud	Upgrade: VMware vSphere 6 Hypervisor to vCloud Suite 6 Enterprise	CL6-HYP-CENT-UG-C
vCloud	Upgrade: VMware vCloud Suite 6 Standard to vCloud Suite 6 Advanced	CL6-CSTD-CADV-UG-C
vCloud	Upgrade: VMware vCloud Suite 6 Standard to vCloud Suite 6 Enterprise	CL6-CSTD-CENT-UG-C
vCloud	Upgrade: VMware vCloud Suite 6 Advanced to vCloud Suite 6 Enterprise	CL6-CADV-CENT-UG-C
vCloud	Upgrade: VMware vSphere 6 Standard to vCloud Suite 6 Standard	CL6-VSTD-CSTD-UG-C
vCloud	Upgrade: VMware vSphere 6 Standard to vCloud Suite 6 Advanced	CL6-VSTD-CADV-UG-C
vCloud	Upgrade: VMware vSphere 6 Standard to vCloud Suite 6 Enterprise	CL6-VSTD-CENT-UG-C
vCloud	Upgrade: VMware vSphere 6 Enterprise to vCloud Suite 6 Standard	CL6-VENT-CSTD-UG-C
vCloud	Upgrade: VMware vSphere 6 Enterprise to vCloud Suite 6 Advanced	CL6-VENT-CADV-UG-C
vCloud	Upgrade: VMware vSphere 6 Enterprise to vCloud Suite 6 Enterprise	CL6-VENT-CENT-UG-C
vCloud	Upgrade: VMware vSphere 6 Enterprise Plus to vCloud Suite 6 Standard	CL6-VEPL-CSTD-UG-C

vCloud	Upgrade: VMware vSphere 6 Enterprise Plus to vCloud Suite 6 Advanced	CL6-VEPL-CADV-UG-C
vCloud	Upgrade: VMware vSphere 6 Enterprise Plus to vCloud Suite 6 Enterprise	CL6-VEPL-CENT-UG-C
vCloud	Upgrade: VMware vSphere 6 with Operations Management Standard to vCloud Suite 6 Standard	CL6-OSTD-CSTD-UG-C
vCloud	Upgrade: VMware vSphere 6 with Operations Management Standard to vCloud Suite 6 Advanced	CL6-OSTD-CADV-UG-C
vCloud	Upgrade: VMware vSphere 6 with Operations Management Standard to vCloud Suite 6 Enterprise	CL6-OSTD-CENT-UG-C
vCloud	Upgrade: VMware vSphere 6 with Operations Management Enterprise to vCloud Suite 6 Standard	CL6-OENT-CSTD-UG-C
vCloud	Upgrade: VMware vSphere 6 with Operations Management Enterprise to vCloud Suite 6 Advanced	CL6-OENT-CADV-UG-C
vCloud	Upgrade: VMware vSphere 6 with Operations Management Enterprise to vCloud Suite 6 Enterprise	CL6-OENT-CENT-UG-C
vCloud	Upgrade: VMware vSphere 6 with Operations Management Enterprise Plus to vCloud Suite 6 Standard	CL6-OEPL-CSTD-UG-C
vCloud	Upgrade: VMware vSphere 6 with Operations Management Enterprise Plus to vCloud Suite 6 Advanced	CL6-OEPL-CADV-UG-C
vCloud	Upgrade: VMware vSphere 6 with Operations Management Enterprise Plus to vCloud Suite 6 Enterprise	CL6-OEPL-CENT-UG-C
vCloud Automation Center	VMware vRealize Automation 6 Development Kit - per Instance	CA6-DEVK-C
vFabric	VMware vFabric Data Director 2.x License (25 VM Pack)	VF-DD2-25VM-C
VMware Server	VMware VirtualCenter Agent 1 for VMware Server 2-CPU; additive licenses	VMS-VCA-2U-C
VMware Server	VMware VirtualCenter Agent 1 for VMware Server 4-CPU; additive licenses	VMS-VCA-4U-C
VMware Server	VMware VirtualCenter Server 1 for VMware Server	VMS-VCMS-C
vRealize	VMware vRealize Hyperic 5 Perpetual License (Per Machine)	VF-HYPM5-C
vRealize	VMware vRealize Operations Insight 6	VR-OIST-BUN-C
vRealize	Upgrade: VMware vCenter Operations 5.8.2 Mgmt Suite Advanced Add-On for vSOM to vRealize Operations Insight 6	VR-ADA-OIST-UG-C
vRealize	VMware vRealize Suite 6 Enterprise (25 OSI Pack)	VR-CMP-ENT-C
vRealize	VMware vRealize Operations for Horizon: 10 Concurrent User Pack	VR6-VU10-C
vRealize	VMware vRealize Operations for Horizon: 100 Concurrent User Pack	VR6-VU100-C

vRealize	VMware vRealize Business 8 Advanced (Per CPU)	VR6-BADV-C
vRealize	VMware vRealize Business 8 Enterprise (Per CPU)	VR6-BENT-C
vRealize	VMware vRealize Code Stream (Per OSI)	VR-CODE-OSI-C
vRealize	VMware vRealize Code Stream (Per CPU)	VR-CODE-CPU-C
vRealize	VMware vRealize Suite 6 Advanced (25 OSI Pack)	VR-STE-ADV-C
vRealize	VMware vRealize Operations 6 Standard (25 VM Pack)	VR6-OSTD25-C
vRealize	VMware vRealize Operations 6 Advanced (25 OSI Pack)	VR6-OADV25-C
vRealize	VMware vRealize Operations 6 Enterprise (25 OSI Pack)	VR6-OENT25-C
vRealize	VMware vRealize Operations 6 Public Cloud Extension Advanced (25 OSI Pack)	VR6-PCADV25-C
vRealize	VMware vRealize Operations 6 Public Cloud Extension Enterprise (25 OSI Pack)	VR6-PCENT25-C
vRealize	VMware vRealize Suite 6 Advanced (Per CPU)	VR-CPU2-ADV-C
vRealize	VMware vRealize Suite 6 Enterprise (Per CPU)	VR-CPU-ENT-C
vRealize	Upgrade: VMware vRealize Business 6 Standard (Per CPU) to VMware vRealize Business 8 Advanced (Per CPU)	VR6-BSTD-BADV-UG-C
vRealize	Upgrade: VMware vRealize Business 6 Standard (Per CPU) to VMware vRealize Business 8 Enterprise (Per CPU)	VR6-BSTD-BENT-UG-C
vRealize	Upgrade: VMware vRealize Business 8 Advanced (Per CPU) to VMware vRealize Business 8 Enterprise (Per CPU)	VR6-BADV-BENT-UG-C
vRealize	VMware vRealize Operations Management 6 Advanced Add-On for vSOM (per CPU)	VR6-ADVAD-C
vRealize	VMware vRealize Operations Management Pack for MEDITECH	VR6-MEDI-C
vRealize	VMware vRealize Log Insight 3 (25 OSI Pack)	VR-LIS3-25-C
vRealize	VMware vRealize Log Insight 3 per CPU	VR-LIS3-CPU-C
vRealize	Upgrade: VMware vRealize Log Insight 3 per CPU to vRealize Operations Insight 6	VR-LIS3-OIST-UG-C
VS6	VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)	VCS6-STD-C
VS6	VMware vSphere 6 Standard for 1 processor	VS6-STD-C
VS6	VMware vSphere 6 Enterprise for 1 processor	VS6-ENT-C

VS6	VMware vSphere 6 Enterprise Plus for 1 processor	VS6-EPL-C
VS6	VMware vSphere 6 Remote Office Branch Office Standard (25 VM pack)	VS6-RBSTD25-C
VS6	VMware vSphere 6 Remote Office Branch Office Advanced (25 VM pack)	VS6-RBADV25-C
VS6	VMware vSphere 6 for Desktop (100 VM Pack)	VS6-DT100VM-C
VS6	VMware vSphere 6 with Operations Management Standard for 1 processor	VS6-OSTD-C
VS6	VMware vSphere 6 with Operations Management Enterprise for 1 processor	VS6-OENT-C
VS6	VMware vSphere 6 with Operations Management Enterprise Plus for 1 processor	VS6-OEPL-C
VS6	VMware vCenter Server 6 Foundation for vSphere up to 3 hosts (Per Instance)	VCS6-FND-C
VS6	Upgrade: VMware vCenter Server 6 Foundation to vCenter Server 6 Standard	VCS6-FND-STD-UG-C
VS6	Upgrade: VMware vSphere 6 Hypervisor to vSphere 6 Standard for 1 Processor	VS6-HYP-STD-UG-C
VS6	Upgrade: VMware vSphere 6 Hypervisor to vSphere 6 Enterprise for 1 Processor	VS6-HYP-ENT-UG-C
VS6	Upgrade: VMware vSphere 6 Hypervisor to vSphere 6 Enterprise Plus for 1 Processor	VS6-HYP-EPL-UG-C
VS6	Upgrade: VMware vSphere 6 Hypervisor to vSphere 6 with Operations Management Standard for 1 Processor	VS6-HYP-OSTD-UG-C
VS6	Upgrade: VMware vSphere 6 Hypervisor to vSphere 6 with Operations Management Enterprise for 1 Processor	VS6-HYP-OENT-UG-C
VS6	Upgrade: VMware vSphere 6 Hypervisor to vSphere 6 with Operations Management Enterprise Plus for 1 Processor	VS6-HYP-OEPL-UG-C
VS6	Upgrade: VMware vSphere 6 Standard to vSphere 6 Enterprise for 1 Processor	VS6-STD-ENT-UG-C
VS6	Upgrade: VMware vSphere 6 Standard to vSphere 6 Enterprise Plus for 1 Processor	VS6-STD-EPL-UG-C
VS6	Upgrade: VMware vSphere 6 Standard to vSphere 6 with Operations Management Standard for 1 Processor	VS6-STD-OSTD-UG-C
VS6	Upgrade: VMware vSphere 6 Standard to vSphere 6 with Operations Management Enterprise for 1 Processor	VS6-STD-OENT-UG-C
VS6	Upgrade: VMware vSphere 6 Standard to vSphere 6 with Operations Management Enterprise Plus for 1 Processor	VS6-STD-OEPL-UG-C

VS6	Upgrade: VMware vSphere 6 Enterprise to vSphere 6 Enterprise Plus for 1 Processor	VS6-ENT-EPL-UG-C
VS6	Upgrade: VMware vSphere 6 Enterprise to vSphere 6 with Operations Management Enterprise for 1 Processor	VS6-ENT-OENT-UG-C
VS6	Upgrade: VMware vSphere 6 Enterprise to vSphere 6 with Operations Management Enterprise Plus for 1 Processor	VS6-ENT-OEPL-UG-C
VS6	Upgrade: VMware vSphere 6 Enterprise Plus to vSphere 6 with Operations Management Enterprise Plus for 1 Processor	VS6-EPL-OEPL-UG-C
VS6	Upgrade: VMware vSphere 6 with Operations Management Standard to vSphere 6 with Operations Management Enterprise for 1 Processor	VS6-OSTD-OENT-UG-C
VS6	Upgrade: VMware vSphere 6 with Operations Management Standard to vSphere 6 with Operations Management Enterprise Plus for 1 Processor	VS6-OSTD-OEPL-UG-C
VS6	Upgrade: VMware vSphere 6 Operations Management Enterprise to vSphere 6 with Operations Management Enterprise Plus for 1 Processor	VS6-OENT-OEPL-UG-C
Workstation	VMware Workstation Pro 12 for Linux and Windows, ESD	WS12-LW-CE
Workstation	Upgrade: VMware Workstation Version 10.x or 11.x or Player 6 Plus or Player 7 Pro to Workstation Pro 12	WS12-LW-UG-CE
Workstation	VMware Workstation 12 Player	WS12-PLAY-C
Workstation	Upgrade: VMware Player 6 Plus or Player 7 Pro to Workstation 12 Player	WS12-PLAY6-7-UG-C
Workstation	Upgrade: VMware Workstation 12 Player to Workstation 12 Pro	WS12-PLAY-UG-CE
vRealize	VMware vRealize Business 7 Standard (25 OSI Pack)	VR7-BSTD25-C
vRealize	VMware vRealize Business 7 Standard (Per CPU)	VR7-BPSTD-C
vRealize	VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	VR7-ATPCA25-C
vRealize	VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	VR7-ATPCE25-C
vRealize	VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	VR7-AUTDT25-C
App Volume	VMware App Volumes 10 Pack (CCU)	CV-CCU-10-C
App Volume	VMware App Volumes 100 Pack (CCU)	CV-CCU-100-C
vRealize	VMware vRealize Automation 7 Advanced (25 OSI Pack)	VR7-ATAD25-C
vRealize	VMware vRealize Automation 7 Enterprise (25 OSI Pack)	VR7-ATEN25-C

**AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE
AND VMWARE, INC.
(VMWARE PROFESSIONAL SERVICES)**

This Agreement is entered into between the County of Riverside and VMware, Inc. with an effective date of March 29, 2016, related to the agreement signed between the County and Golden Star Technology, Inc. with the same effective date.

The parties agree as follows:

1. The following document is attached to and incorporated into this Agreement:

Exhibit A: VMware Professional Services, Statement of Work

2. This Agreement represents the entire understanding between the parties regarding the subject matter of the Agreement.

**The signatures for this Agreement are contained on page 36 of Exhibit A.
The remainder of this page is blank.**

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 3/29/16
NEAL R. KIPNIS DATE

MAR 29 2016

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Order #

Date: 03/15/2016

This VMware Professional Services Statement of Work ("SOW") is made between VMware, Inc. ("VMware") and Riverside County ("Customer"). This SOW authorizes VMware to provide Customer with consulting services according to the attached Exhibit A: General Terms and Conditions.

Description of Services

Overview

VMware will provide consulting services to the Customer to plan, design, and implement the RC3 Data Center solution using VMware products by executing the following three (3) Workstreams:

Workstream 1: RC3 Software Defined Data Center

The outcome from Workstream 1 will be a deployment of the RC3 SDDC. The capabilities that will be deployed include:

- Server virtualization capabilities (vSphere)
- Secured Infrastructure / Network Virtualization (NSX)
- Proactive management of the infrastructure (vRealize Operations)
- Log Management (Log Insight)
- Self-Service / Automation (vRealize Orchestrator / vRealize Automation)
- IT Business Management (vRealize Business Standard)

Workstream 2: Migration of departmental workloads to RC3

The outcome from Workstream 2 will be an assessment and migration of the departmental workloads to the new RC3 SDDC platform that is built within Workstream 1.

Workstream 3: Implement, and Upgrade of Departmental Data Centers

The outcome from Workstream 3 will include a review of the existing Departmental Data Centers, to include an implementation and upgrade vSphere and vRealize Operations to these locations, as applicable

1.1 Workstream 1: RC3 Software Defined Data Center

This workstream delivers a comprehensive design for the Riverside County RC3 Data Center.

VMware will work with Customer to do the following:

- Provide a virtualization infrastructure solution (vSphere 6.x and vCenter).
- Identify Customer business needs for Software Defined Data Center and network virtualization.
- Conduct information gathering workshops to determine design requirements.
- Validate design requirements and constraints.
- Identify and discuss use cases.
- Conduct architecture design workshops.
- Design a SDDC and network virtualization solution to meet selected use cases.
- Implement the SDDC and network virtualization design.
- Validate the solution according to the technical validation plan.
- Turn over the solution to Customer teams for functional testing and operation.
- Conduct a knowledge transfer session on the implemented SDDC solution.

At the conclusion of the engagement, VMware will provide the deliverables listed in the Deliverables section. The resulting NSX deployment from this engagement is an operational software-defined network environment at the

Customer site, which enables Customer to evaluate the type of workloads to migrate and to begin evolving their environment and processes.

Project Activities

Each Workstream is broken down into activities and is organized in phases as follows:

- Phase 1 – Planning
- Phase 2 – Kickoff
- Phase 3 – Assess
- Phase 4 – Design
- Phase 5 – Deploy
- Phase 6 – Validation
- Phase 7 – Knowledge Transfer
- Phase 8 – Conclusion

1.1 Project / Workstream Planning

VMware will conduct a pre-planning meeting with the Customer to initiate the project. A *Service Checklist* document will be provided to the Customer to be completed before the planning meeting.

Topics to be discussed include the following:

- Project scope and objectives.
- Project timelines, scheduling, and logistics.
- Identify key Customer project team members to work with the VMware team to accomplish the tasks defined in this Statement of Work.
- Core team members will be involved in all workshops.
- Subject matter experts (SMEs) will be brought in as needed for various topics and use cases to meet Statement of Work deliverables.
- Scheduling of initial Design and Discovery workshops with the core team and appropriate SMEs.
- Pre-requisites and other preparation required before the project kick-off.
- Security and access requirements.
- Issue tracking and escalation processes.
- Review the phases and use cases selected for Plan, Architecture and Design.
- Identify and agree to key Customer activity completion dates.
- Request copies of existing infrastructure and architecture documents.
- Review the Service Checklist and progress toward completing checklist items. This includes identification of required hardware, software, networking, and security information that the Customer must provide to complete the Plan, Architecture and Design service.
- Current State Analysis – Initial technical discussion on the current state of physical and virtual infrastructure to examine existing capacity data prior to the project kick-off. The VMware consultant(s) will work with Customer's technical architect(s), application teams, and IT Managers.
- Availability of appropriate facilities for the project kick-off including meeting rooms, work locations, whiteboards, projectors, special access needs, any other pertinent information needed prior to VMware arriving onsite.
- Prerequisites and other preparation required in advance of the project kick-off.
- VMware software prerequisites. All licenses in use should be ordered either before this call or as a result of this call.
This includes the following:
 - VMware vSphere 6
 - VMware vRealize Operations 6.2
 - VMware vRealize Automation 7
 - VMware vRealize Log Insight 3
 - VMware vRealize Business Standard 6

- VMware NSX 6
- Any required third party licenses
- Note: Licensing for these product(s) may be included in licensing for VMware vCloud or vRealize suite products. Standalone licensing is not required.

Project Plan Creation

VMware will collaborate with Customer's project manager to develop and agree to a written project plan for Plan/Assess Design Service. The project plan identifies the following:

- Project goals/objectives
- Team members
- Roles/responsibilities
- Communication protocols
- Issue tracking and escalation
- Estimated timelines for project deliverables
- Included products and deliverables

Planning Deliverables

- Pre-engagement call(s) to discuss project scope, requirements, prerequisites, and schedules (Customer and VMware)
- *Service Checklist* – A document of the hardware and software prerequisites required to implement the performance and capacity solution
- Prerequisite Checklist – A document of the hardware and software prerequisites required to implement the SDDC solution & validation that data is being properly collected
- Kick-off meeting scheduled and resulting actions, and next steps documented

1.2 Kickoff

During this phase, the VMware Engagement Manager will lead the delivery team Customer project sponsors and stakeholders in an engagement kickoff meeting to set expectations about the purpose of the engagement, the delivery approach and timelines, the amount of time and effort required from participants, and the expected activities and deliverables. The following are the objectives of the meeting:

- Introduction of the delivery team, roles, and responsibilities
- Discussion of project goals and the purpose of engagement
- Establishment of a communication plan over the course of the assessment
- Explanation of the expected engagement deliverables
- To provide key stakeholders with the required vocabulary and knowledge to discuss and make decisions throughout the design process, a solution overview knowledge transfer workshop is conducted. This workshop provides the participants with a conceptual understanding of vSphere, and explains why vSphere might require architectural choices that are different from those required for physical infrastructure. The knowledge transfer covers fundamentals, new vSphere features, and the management layer with a focus on enterprise scale of compute, network, storage, network fundamentals, security domains, NSX, and Software Defined Storage(vSAN/vVols)

Attendance by key representatives from the server administration, network, storage, and security teams is considered mandatory.

VMware consulting services will operate according to a schedule agreed to by both parties. Typically, consulting services are performed during normal business hours and workdays (weekdays and non-holidays).

Solution Overview

A SDDC core solution enables a Customer to proactively plan for the continued computing operations of its business as part of its strategic and initiative. This SDDC *Plan/Assess Design Service* provides a comprehensive design. This workstream also includes the assessment, design, and deployment of NSX for vSphere in a production environment.

In the Solution Overview Phase, VMware will provide key stakeholders with the required vocabulary and knowledge to discuss and make decisions throughout the design process. This review will provide the participants with a conceptual understanding of the RC3 SDDC design, including architectural choices that may be different from those required for physical infrastructure.

In addition, this phase introduces the Customer to the high-level capabilities of vSphere, vRealize Operations, vRealize Automation, and vRealize Business. The VMware team will also begin to document high level capabilities of the overall solution to meet the Customer's requirements.

Solution overview knowledge transfer workshops will be conducted to provide the Customer with the baseline solution knowledge and key features of the VMware products included in the scope of this SOW.

This includes the following topics:

- Solution and product overview
- Solution concepts and features
- Review of the relevant use cases

Attendance by key representatives from the server administration, network, storage, and security teams is considered mandatory. Application owners and contingency manager attendance is considered mandatory.

Solution Overview Deliverables

Solution overview of each component solution:

- VMware vSphere Enterprise Plus
- VMware vRealize Operations
- VMware vRealize Automation
- VMware vRealize Log Insight
- VMware vRealize Business Standard
- VMware NSX
- High-level discussion of Customer's most serious challenges
- Documented questions to aid the specific creation of the Customer's solution
- Next steps for Customer documented and escalated as needed

Deliverables

- Kickoff meeting and resulting actions and next steps documented
- Kickoff Presentation

1.3 Assess

VMware will conduct an assessment of the Customer's environment. It will involve discovery reviews of Customer's requirements coupled with use cases definition workshops. The intent of these reviews / workshops are to capture Customer's business and technological goals and requirements. The results of the current state analysis will be reviewed and incorporated into the requirements documentation, as applicable. The solution use cases will cover policy-based provisioning, performance, and capacity analysis and infrastructure mapping as well as the core SDDC use cases (e.g., self-service automation).

The outcome from this phase is to take the requirements and use cases gathered to inform the system design.

Assessment Requirements and Use Case Definition

Customer business requirements, functional requirements, and solution use cases will be reviewed and detailed requirements gathered. VMware will interview key Customer personnel and conduct interactive sessions to gather the

appropriate objectives, policies, dependencies and constraints that must be considered in the implementation of the RC3 Data Center solution. The assessment workshops will cover the following:

Virtual Infrastructure:

- Current State and Capacity of virtual infrastructure at RC3 Data Center
- Virtual infrastructure management and design best practices
- Infrastructure dependencies and constraints will be identified through a combination of interviews with infrastructure and application owners

Performance and capacity management:

- Capture Customer requirements for dashboards-metrics, key performance indicators (such as reduce number of outages), tagging, super metrics, and dashboards (use case objects) for the selected use cases
- Capture Customer requirements for Log Analysis
- Review the selected use cases related to monitoring for performance and capacity:
- Performance management improves visibility and management of infrastructure components without requiring operators and application owners to have direct access to vCenter
- Early Detection of Health Issues Potentially Impacting Application Performance. Application downtime is minimized because the infrastructure performance issue was detected early and additional context information enables faster resolution
- Capacity Planning. Determine how much additional capacity is available by component: CPU, disk, memory, and bandwidth
- Projects. Demonstrate the use of Projects to determine the impact of changes to Customer's virtual infrastructure
- Over Allocation or Under Allocation of Resources. Identify and remediate virtual machines that were not optimally allocated, therefore reducing the efficiency of the environment

Automation and provisioning:

- Self-service capability and portal
- Infrastructure service catalog with automation and approval processes and templates
- Service lifecycle (request, approval, provisioning, management, archive, termination)
- Orchestration and policy-based placement for infrastructure workloads
- Service/tenant roles and responsibilities
- Provisioning and automation
- Current services, service-level agreements
- Infrastructure service catalog with automation and approval processes, templates
- Service definition for foundational use cases

The requirements and use case definition are captured by the VMware consultants in the functional requirements document.

- VMware conducts requirements review and use case definition workshops to ascertain Customer's business and technology goals and requirements. The result of these workshops is combined with the materials in the *Service Checklist* to establish functional design parameters. These design parameters are used to develop the design for the selected use cases
- In addition to the requirements review, VMware also conducts a vSphere and physical network validation review. This review is performed to confirm vSphere and physical network parameters (such as IP addressing, subnets, MTU, DMZ, auto-deploy, jumbo frames, and multicast) that can significantly impact the network virtualization solution
 - Parameters that impact design options will be discussed in the workshops. Where applicable, VMware presents options and make best practice recommendations for resolution

- VMware will conduct a multiday *Operations Transformation for Network and Security as a Service* workshop
- The workshop will assist the Customer team with the planning of the operational and organizational capabilities required to deploy, manage, and operate the network virtualization solution

The goal of the workshops is for the Customer team to understand the network as a service operating model and to identify the operational and organizational impact and challenges of network virtualization adoption, in addition to the capabilities required to fully utilize the benefits of the emerging network architecture.

The workshop also provides an introduction to the VMware operations transformation model and framework, and describes how it drives organizational growth toward the network security as a service operating model.

VMware will determine gaps between current state, future state requirements, determined use case, and the scope of this SOW, documenting the finalized requirements and use cases in the *Solution Requirements* document.

Deliverables

- Functional Requirements – A Word document that captures the requirements, assumptions, constraints, risks, and use cases

1.4 Design

As a part of the design phase VMware conducts design workshops to adopt Customer requirements into an appropriate architecture with the design qualities of scalability, extensibility, availability, manageability, performance, security, and recoverability. This includes the following:

- Perform design review workshop for solution components
 - Document gap analysis and provide recommendations with remediation
 - Develop and document the adapted validated design as per Customer input
 - Develop and document architecture configuration workbooks providing detailed configuration parameters
- Architecture design, configuration and validation criteria will be captured by the VMware consultant in the following documents:
- *Architecture Design* document
 - *Configuration Workbook* document

Design Workshops (all use cases and components)

Engage with the Customer infrastructure, Department / Business key stake holders and application team(s) to understand service objectives with respect of the RC3 Data Center solution.

Workshop attendance by key representatives from the server administration, network, storage, application, department key stack holders, and security teams is considered mandatory.

Design Session SDDC Workshops Activities

The vRealize Operations design workshop will include the following activities:

- Review data gathered by vRealize Operations prior to workshop
- Discuss and document Customer's requirements through interviews that focus on Customer priorities and critical issues
- Review requirements and validated architecture to identify gaps and adapt the design to close the identified gaps
- Foundation and advanced use cases for performance and capacity will be reviewed to verify that they address specific needs
- Define metrics and super metrics objects as needed to support use cases
- Define symptoms and alert definitions as needed to support use cases
- Define dashboard and/or views to support up to five (5) use cases with up to five (5) dashboards per use case, plus five (5) generally available adaptors
- Define policies as needed to support use cases

- Determine what logs will be monitored and what frequency for vRealize Log Insight
- Document the use cases and Customer requirements from the workshop

The vRealize Automation design workshop includes the following design topics:

- Prerequisites for appropriate configuration and segregation of the infrastructure
- Architecture design and configuration to support the environment sizing, availability, scalability, and business needs
- Design considerations for distributed deployment
- Database considerations
- Web services and portals
- DEM Worker/Orchestrator and agent endpoints
- Infrastructure service catalog, catalog management
- Self-service portal and administration
- Service catalog with automation, policies, and approval workflows
- Organization administrators, users, roles
- Networking, storage, machine blueprints
- Automation and orchestration
- Build profiles, image deployment, and management best practices
- Naming conventions
- Logical separation (for example, service catalog, provisioned items) for each business unit
- IP address management integration

Cost Management

- Installation and configuration of up to one (1) vRealize Business Standard appliance.
- Configuration of standard costs for infrastructure service cost, unit costs of CPU, memory, and storage.
- Configuration of cost profiles for up to two (2) IaaS blueprints.

The NSX design workshop includes will include the following design topics:

- Virtual network architecture
- Tenant topology (if applicable)
- Workload connectivity requirements
- Infrastructure service delivery
- Security architecture

Specific design components as applicable to selected use cases for the NSX solution include feature considerations such as:

- Logical switching
 - Logical routing
 - NSX Edge gateway services
 - Logical firewalls
 - Logical load balancing
 - Server hardware specifications
- Develop the *Architecture Design* document, including:
- Network diagrams:
 - Logical switching
 - Logical routing
 - NSX Edge gateway services
 - Layer 3 edge firewalls
 - Logical load balancer

- Tenant network topology (if applicable)
- Workload network topology
- Virtualization diagrams for NSX for vSphere components
- Security design:
 - Layer 3 edge firewall operational requirements
 - Distributed firewall operational requirements
- Network service delivery:
 - DNS
 - NTP
 - DHCP / IP address management and schema.
- Definition of design factors to include validation test cases and target results
- Review and finalize the network virtualization architecture design
- Define validation test cases and expected results
- Document the validation test cases and expected results in the *Validation Review document*
- Review and finalize the *Validation Review document*
- Review the hardware and software requirements for the deployment

A validation plan workshop will be held to create the validation plan and is created with outcomes agreed to by VMware and the Customer representatives.

Validation Plan Workshop

The following activities are performed for each use case:

- VMware and Customer will conduct a validation workshop for each of the RC3 Data Center components
- VMware and Customer will review design decisions and validation criteria and document results in the *VMware SDDC Validation Plan Workbook*
- Agree to the validation plan with the project sponsor and Customer stakeholders. VMware will document the test cases in email or written form and submit them to the Customer for approval. If email or written confirmation from Customer is not received by VMware within three (3) business days following the submission, the absence of Customer's response will constitute the Customer's acceptance of the test cases and validation plan

Deliverables

- Architecture Design Document and Presentation – Design documents that capture the Customer architectural designs, solution requirements and that has mutually agreed upon use cases and related performance and capacity requirements
- Validation Plan workshop – *Validation Workbook*
- Product configuration – *Configuration Workbook*

1.5 Deploy

This phase includes the production deployment of VMware components including vSphere, vRealize Automation, vRealize Log Insight, NSX, vRealize Operations, following the architecture design and configuration plans created.

Deployment

In this phase, VMware works with the Customer project team to deploy the cloud automation infrastructure services solution in the Customer's environment. The solution is based on the architecture design document discussed in the design phase and defined in the configuration workbook document.

Deploy vSphere

VMware will deploy the RC3 Data Center solution using VMware vSphere according to the documented Architecture Design Architecture and Configuration Workbook that can be implemented and validated in the Customer production environment. The vSphere architecture design is developed for:

- Up to one (1) physical data centers
- Up to two (2) VMware vCenter™ instances
- Up to three (3) ESXi host hardware configuration

Deployment of the NSX for vSphere includes:

The scope of this project entails the assessment, design, and deployment of the VMware network virtualization solution for Customer in one (1) new production environment:

- One (1) physical data centers
- One (1) production VMware vCenter™ instances that support workloads leveraging NSX capabilities

The network virtualization scope of this workstream allows for the assessment, design, and deployment of the VMware network virtualization solution in one (1) new production environment:

- Up to fifteen (15) logical switches included
- Up to five (5) NSX Edge VTEP (Virtual Tunnel End Point) instances included
- Up to five (5) distributed logical router (DLR) instances included
- Up to five (5) Layer 3 Edge firewalls to be deployed
- Up to five (5) logical load balancer instances included
- Up to twenty (20) sample firewall rules included, to be split between edge and distributed firewalls
- Identity-based firewall rules will be deployed
- One (1) example of VPN tunnel to be deployed, terminating outside of greenfield infrastructure (including 1 VPN user)

VMware will work with Customer to do the following:

- Identify Customer business need for network virtualization
- Conduct information gathering workshops to determine design requirements
- Validate design requirements and constraints
- Identify and discuss use cases
- Conduct architecture design workshops
- Design a network virtualization solution to meet selected use cases
- Implement the network virtualization design in the validated vSphere environment(s)
- Validate the solution according to the technical validation plan
- Turn over the solution to Customer teams for functional testing and operation
- Conduct a knowledge transfer session on the implemented NSX design solution

The scope of this statement of work (SOW) includes the assessment, design, and deployment of NSX for vSphere in a production environment.

Network Virtualization

L2/L3 Networking functionality:

- L2 logical connectivity between virtual machines on same VMware ESXi™ host or spread across multiple hosts.
- (Optional) Bridging capability to connect an NSX logical network to a physical VLAN.
Logical routing functionality:
- L3 connectivity between two virtual machines on different logical switches or application tiers utilizing the distributed router functionality
- L3 connectivity between overlay network(s) and external networks using VMware NSX Edge™ routing functionality (static or dynamic)

- High availability with equal cost multipath (ECMP) on Distributed Logical Router (DLR) and NSX Edge services gateway
- (Optional) SNAT and DNAT configuration on NSX Edge gateway.
- Micro-Segmentation and Security

Micro-segmentation using distributed firewall (DFW) functionality:

- Stateful firewall functionality between two (2) tenant virtual machines across different VMware ESXi™ hosts using the DFW functionality
- (Optional) Activity monitoring and identity firewall – Detailed visibility into applications and activity on a monitored virtual machine through NSX for vSphere endpoint service
- Enable flow monitoring to determine data flows that are of interest within the entire NSX for vSphere environment and quickly take action based on the data being collected

Basic service composer functionality:

- Define and apply security policy based on service profiles for NSX for vSphere endpoint service, firewall rules, and network introspection services
- Advanced Networking Services
- Enablement of edge load balancer feature for basic load balancing of the web tier (HA proxy, offload, web pools)
- Secure remote access connectivity by leveraging VPN capability (either L2VPN, IPSEC, or SSL VPN)

The objective of this section of the workstream is to build out the VMware NSX components of the design in production and to assist Customer while Customer executes validation testing. To accomplish this, VMware works with Customer on the following:

- Create a test plan – Develop a test plan with Customer, based on the design, to meet criteria for a production environment based on the *Validation Workbook*
- Create a deployment plan
- Determine that the production environment is ready and capable to start the NSX deployment
- Pre-deployment review meeting

Installation, configuration, and validation of core management components for VMware NSX Manager™. According to the design, key features of NSX will be configured and validated, which might include the following:

- Logical switches
- NSX Edge gateways
- Distributed Logical Router (DLR)
- NSX controllers
- Distributed firewall

Deployment of the vRealize Automation component includes:

Implementation and validation of High Availability Deployment based on the VMware reference architecture within a single data center excluding self-signed certificates, consisting of:

- Installation and configuration of two (2) vRealize Automation Appliances
- Installation and configuration of two (2) load-balanced Windows Servers running IaaS Web Server
- Installation and configuration of two (2) load-balanced Windows Server running Manager Server and Orchestrator DEM
- Installation and configuration of two (2) Windows Server running Worker DEMs
- Installation and configuration of two (2) Windows Server running Proxy Agents for VMware vCenter Server™)
- Configuration of embedded vRealize Orchestrator service on the vRealize Automation Appliances

Installation and configuration of vRealize Automation components including the configuration of the following:

- Up to two (1) VMware vSphere® and one (1) vRealize Orchestrator endpoint

One tenant for Riverside County:

- One (1) service catalog with up to five (5) service definitions (groups of services) up to (2) catalog items per service definition
- Up to (10) business groups
- Up to (10) reservations
- Up to (10) entitlements
- Configuration of IP allocation through vRealize Automation
- Configuration of native email notifications
- Import existing VM Templates in vCenter and convert them to Blueprints during vRA Install

As part of the vRA 7.x installation and configuration existing virtual machine templates in vCenter can be converted to blueprints.

VMware Solutions Use Case (Converged Blueprint)**Use Case 1 (Converged Blueprint design and deploy with up two (2) Windows VMs):**

- Within vRealize Automation build and provision a converged machine blueprint consisting of up to two (2) Windows virtual machines, assign to a business group, publish to the Catalog and provision Windows virtual machines from the self-service portal
- Build a cost profile using vRealize Business Standard to measure cost utilization of up to (2) Windows virtual machines workloads for the business group from the converged blueprint
- Demonstrate basic price modelling for a multi-machine Windows virtual machine workload using vRealize Business Standard
- Inventory and monitor up to two (2) Windows virtual machines using vRealize Operations Manager Dashboard
- Demonstrate basic alerting capabilities provided by the vRealize Operations Management Pack for vRealize Automation for the two (2) Windows virtual machines

Use Case 2 (Converged Blueprint design and deploy with up two (2) Linux VMs):

- Within vRealize Automation build and provision a converged blueprint consisting of up to two (2) Linux virtual machines, assign to a business group, publish to the Catalog and provision Linux virtual machine from the self-service portal
- Build a cost profile using vRealize Business Standard to measure cost utilization of up to (2) Linux virtual machines workloads for the business group from the converged blueprint
- Demonstrate basic price modelling for a multi-machine Linux virtual machine workload using vRealize Business Standard
- Inventory and monitor up to (2) Linux virtual machines using vRealize Operations Manager Dashboard
- Demonstrate basic alerting capabilities provided by the vRealize Operations Management Pack for vRealize Automation for the converged blueprints for the two (2) Linux virtual machines

Deployment of vRealize Operations Includes:

- Deploy vRealize Operations (virtual appliance) component of this service, an instance of the component is provided along with a knowledge transfer
- Integration with VMware vCenter™, vSphere Web Client, performance and capacity, components as outlined within this statement of work
- Delivery of this component includes up to five (5) generally available adapters or management packs. These adapters and management packs must be vRealize Operations specific unless otherwise noted

- vRealize Operations nodes may be resized and/or added to support the Customer's environment and requirements as observed during the ongoing data gathering period. During this time, the application may behave unexpectedly as data is distributed amongst the nodes
- Implementation of this component requires data collection prior to scale out and final configuration of the vRealize Operations instances
- Installation and initial configuration of the instance of vRealize Operations component and the VMware vCenter Server™ adapter
- Configuration of one (1) vRealize Operations node via virtual appliance in a clustered architecture, with registration of up to three (3) vCenter Server instances for data collection
- Installation and configuration of up to three (3) standard product GA adapters beyond those included within vRealize Operations. That are currently available at time of implementation
- Installation and initial configuration one node of vRealize Infrastructure Navigator via virtual appliance and configured for initial data gathering in a non-clustered architecture, with registration of up to three (3) vCenter Server instances for data collection (where applicable)
- Validate the use cases and generally available (GA) adapters that were selected during the Assessment phase of the project
- Review End Customer's selection of use case from the list of custom use cases and compare them to the data gathered to determine if they are viable
- Verify data collection.
- Performance and Capacity Management
- Installation and configuration of up to one (1) vRealize Operations Appliance
- Integration of vRealize Operations with one (1) instance of vCenter Server
- Installation and configuration of the vRealize Operations Management Pack for vRealize Automation
- Knowledge transfer covering foundational up to two (2) use cases and use cases listed as part of the VMware vRealize Operations Management Pack™ for vRealize Automation

vRealize Business:

- Installation and configuration of one (1) vRealize Business Standard
- Integration with vRealize Automation virtual appliance

Deliverables

- Updated Configuration Workbook

1.6 Solution Validation

Validation activities are intended to confirm that all agreed to product configuration and use case configuration requirements have been completed. These activities include execution of the validation plan created and agreed to during the Plan/Assess and Design of this workstream, VMware works with the designated Customer staff to validate the overall solution and the implementation of the use cases. This phase also involves Customer user acceptance of the solution.

Validation Plan Execution

The following activities are performed for each use case:

- The VMware team will assist the customer to execute the test cases defined in the Customer *Validation Workbook* and validates the results with the Customer stakeholders

- Execute the agreed on use case validation test cases in each solution component workbook
- Document and review the validation test case results the validation test case execution results with the project sponsor and Customer stakeholders

Deliverables

- Validation Plan Workshops
- *Validation Workbooks* – An Excel spreadsheet providing the functional, design, and Customer-specific requirement validation results with expected (initial) and actual (post-validation) results
- Executed and validated test cases (including Customer sign-off)

1.7 Knowledge Transfer

This phase will assist the Customer in understanding the RC3 Data Center implementation and configuration including:

- Review the design, validation planning, configuration, and validate the methodology to implement use case objects by Customer personnel
- Administration training on the installed configuration
- A knowledge transfer session on the deployment and operating procedures for the RC3 Data Center solution using the operating procedures list document as a reference
- Providing appropriate technical and operational best practices knowledge transfer sessions. The primary audience for these knowledge transfer sessions is Customer's operations team responsible for the day-to-day management of the RC3 Data Center solution. The *Installation and Configuration Procedures and Operating Procedures List documents will be reviewed with key stakeholders*
- Assumptions and Customer Responsibilities

Customer will provide documentation on the following before the start of this engagement (in the event they do not exist a workshop will be conducted to determine these deliverables):

- Security policies for firewall rules
- Security policies for network separation
- Security policies for data classification
- Security policies for separation of duties
- Administrative access control policies
- Network routing policies
- Network configuration standards
- Network diagrams

Deliverables

- Delivery of Knowledge Transfer sessions

1.8 Conclusion of Workstream 1

The Deployment, Validation and Knowledge Transfer Workstream conclusion activities include a final presentation and project review that summarizes the RC3 Data Center solution as deployed. The presentation will include a recap of challenges and successes, recommendations, and discussion of future opportunities and next steps. A final set of work products will be provided to Customer.

Deliverables

- Final copies of documents created for Workstream

- Workstream 1 closure meeting

Out of Scope for Workstream 1:

The following are out of scope for this Workstream unless otherwise specified:

- vRealize Business Advanced or Enterprise
- Physical to virtual and virtual to virtual migration services
- Design for platforms not supported by the licensed VMware software as called out in the SOW
- Design for physical infrastructure
- Business continuity / disaster recovery design and deployment beyond the core capabilities
- Remediation work associated with any problems resulting from the content, completeness, accuracy, and consistency of any data, materials, or information supplied by customer
- Assessment, design, customization, or implementation of third party products of VMware products not specifically addressed in the SOW
- Customizing any of any products addressed or otherwise in the infrastructure other than what is commercially available out of the box and explicitly addressed in this SOW
- Integrating vRealize Operations, vRealize Infrastructure Navigator, and VMware vRealize Log Insight implementation with any third-party systems other than those specified explicitly in this statement of work
- Configuring, tuning, or troubleshooting of Customer hardware, network, or vSphere environments
- Customization or formatting of the Customer's files or source database that is queried by the adapters
- Design and recommend a manager-of-manager tool for network operations Center
- Configuring, tuning, or troubleshooting of End Customer hardware, network, or vSphere environments
- Deployment and/or configuration of management packs other than the vCenter management pack and the VMware vRealize Operations Management Pack™ for VMware vRealize Automation
- Configuring, tuning, or troubleshooting of Customer hardware, network, or vSphere environments
- Configuring or formatting of Customer's files or source database that is queried by the adapters

Designing or recommending overall event, incident, or problem management processes for an organization unless Operations Transformation Services have been explicitly included in the service engagement. These include but are not limited to:

- Managing uptime and downtime alerts
- Monitoring application-specific processes and executables unless enabled by an approved adapter. Process design workshops or other process or workflow improvement recommendations
- Future state workflow diagrams for performance, capacity, event, incident, and problem management processes based on selected use cases
- Designing or recommending overall capacity and performance management processes for an organization
- Designing or recommending a manager-of-manager tool for a network operations center
- Use, troubleshooting, upgrade, or migration of existing product instances or deployments including data or configuration information
- Maximum environment size for instances not highly available is limited to 64,000 objects or 20 million metrics. Maximum environment size for highly available instances is 32,000 objects or 10 million metrics

- Configuration or creation of SNMP and HTTP host adapter
- Use, troubleshooting, upgrade, or migration of existing product instances/deployments including but not limited to data or configuration information
- Multi-tenancy: Riverside County departments will be represented through business groups not tenants and under a single tenants within the environment. This will allow maximum flexibility by allowing departments share services, but remain independent
- Design for automated provisioning to endpoints other than vSphere
- Customization or CDK development work except as outline in this statement of work
- Third-party integrations unless otherwise identified in the SOW
- Customization of vRealize Automation not specifically mentioned in project scope
- Multi-site deployment for vRealize Automation
- Provisioning to endpoints other than vSphere
- Integration with third-party systems and applications
- Customization with Common Component Catalog (CCC) Components
- Installation or configuration of third-party software or technical services that are not applicable to VMware components
- Hybrid cloud design and deploy
- Remediation work associated with any problems resulting from the content, completeness, accuracy, or consistency of any data, materials, or information supplied by Customer
- Installation of Customer-specific builds for blueprints
- Customization of the VMware vCloud Suite® products used for the NSX for vSphere solution beyond those implemented for the mutually agreed to use cases
- Integration with Customer's existing environment, except authentication system and network infrastructure
- Remediation work associated with any problems resulting from the content, completeness, accuracy, and consistency of any data, materials, or information supplied by Customer
- Third-party software or any technical services that are not applicable to VMware components
- Application coding and / or API scripting
- Analyzing Customer workloads for use with an NSX for vSphere environment
- Configuring, tuning, or troubleshooting of Customer's server, storage, or network environment
- Resolving physical or underlying network or storage connectivity issues
- Designing physical or underlying network to support NSX for vSphere
- Customer solution training outside of the defined Knowledge Transfer session previously described
- Any custom use case not out of the box in vRealize Business
- Highly availability or redundant infrastructure (such as database failover or load balancer configuration)
- Multiple instances of solution components for a distributed deployment
- Remediation work associated with any problems resulting from the content, completeness, accuracy, or consistency of any data, materials, or information supplied by Customer

- Installation and configuration of third-party software or other technical services not applicable to VMware components
- Configuring the private cloud costs

2.1 Workstream 2: Migration of departmental workloads to RC3

Workstream 2 provides Workload migration services to Riverside RC3 data center.

2.2 Migration Planning

The Migration Planning effort analyzes data collected by VMware Capacity Planner™, the Enterprise Migration Scoping Questionnaires, the workload profile analysis, and data inputs from key participants of the kick-off workshop, in addition to infrastructure architecture information ascertained through a set of topical discussions with key personnel. The work products from this effort will include workload analysis, migrations scenarios including run-books, the migration schedule for the immediate phase of migrations, and pilot / proof of concept for each technical migration process that is jointly finalized.

The high-level goals of the Migration Planning task include the following:

- Gather and Qualify Inventory
- Technical Approach & Tools
- Create Migration Schedule
- Allocate Resources (technical and human)
- Validate Host Environment(s)
- Validate Bandwidth and Storage limitations
- Proof of Concept / Pilot
- Pre-Conversion Processing Run-books
- Technical Conversion Run-books
- Post –Conversion Validation Run-books

Planning Deliverables

- Pre-engagement call(s) to discuss project scope, requirements, prerequisites, and schedules (Customer and VMware)
- *Service Checklist* – A document of the hardware and software prerequisites required to implement the performance and capacity solution
- *Prerequisite Checklist* – A document of the hardware and software prerequisites required to implement the SDDC solution & validation that data is being properly collected
- Kick-off meeting scheduled and resulting actions, and next steps documented

2.3 Kickoff

VMware will conduct a project kick-off workshop with key Customer personnel to initiate the project.

A typical workshop agenda will include but not be limited to the following:

- Project Kick-off
- Migration Planning
- Gather and Qualify Inventory
- Technical Approach & Tools
- Create Migration Schedule
- Allocate Resources (technical and human)
- Validate Host Environment(s)
- Validate Bandwidth and Storage limitations
- Pre-Conversion Processing
- Technical Conversion
- Post Conversion Validation

- Finalize Initial Project timelines and scheduling
- Identify of key Customer project team members that VMware will work with to accomplish the tasks identified in this SOW and who will interface with the PMO at the executive governance level, LOB end customers, and the project staff

Deliverables

- Kickoff meeting and resulting actions and next steps documented
- Kickoff Presentation

Assess

This workstream will migrate an O/S instance in its physical form to a virtual machine while only changing virtual parameters (CPU, Memory, I/O connectivity) and adding/removing drivers in the operating system, no longer required in a virtual environment, and any supporting virtual hardware drivers. The migration engineer will verify the migration by logging into the OS.

VMware Responsibilities

The VMware project team will:

- Review the in-scope server list and update the schedule
- Work with Customer Project Manager to allocate servers to migration bundles
- Assign migration bundles to Virtualization Factory Teams
- Work with Customer system owners and application liaisons to complete Migration run books for each

For each Physical Host:

- Identify whether server is a Virtualization target
- Confirm migration execution date and time and establish list lock and change freeze periods
- Perform Application Alignment tasks to determine target Virtual Host location
- Confirm all VMware pre-requisites have been met
- Document network changes needed
- Document storage requirements and target location
- Confirm Migration steps and assign resources to each task
- Document infrastructure and application testing steps and resources for each task
- Document fallback and contingency plans and responsible resources for each task
- Document server owner acceptance process

For each Migration Bundle:

- Lock the in scope server list
- Assist Customer Project Manager in performing internal change control process or other tasks needed in advance of the Migration
- Communicate to all parties involved the start of the Change Freeze period
- Confirm target vSphere hosts and Virtual Center Servers have capacity for new hosts
- Confirm resource assignments and backup resources for each move bundle
- Schedule and conduct table top reviews of migration steps and fallback/contingency plans
- Schedule and confirm completion of full system backup for each host in migration group
- Request final go/no-go approval
- Execute migration tasks assigned to VMware Migration resources
- Coordinate tasks owned by Customer resources including server, storage, network and application team members
- Coordinate initial response to any issues identified during Migration process and validate appropriate Customer personnel are alerted
- Work with Customer to validate server owner review upon completion of Run book steps
- Coordinate disposition of source server – return to inventory/un-rack/retire

- Review migration failures, if any, and assist in root cause analysis
- Provide completed Host list to CMDB team
- Update project status

Deliverables

The VMware project team will assist the Customer with the following:

Populate and execute Migration Run book for physical hosts and virtual machines (Online or MS Office format)

- Candidates list / Move Groups
- VMware pre-requisite validation
- Network details and changes required
- Storage details and changes required
- Migration steps and execution of up a target of up to one hundred twenty (120) migrations per month
- Fallback and contingency plans

Schedule

VMware estimates the workstream will have an estimated duration of sixty (60) business days if all assumptions in Customer Responsibilities and Assumptions section are met and there are no intervening delays outside of VMware control. Work will be performed according to a schedule agreed upon by both parties. Typically, work will be performed during normal business hours and workdays (weekdays and non-holidays).

Prerequisites

- Hardware Requirements
- Customer will provide computer hardware and systems support for the knowledge transfer workshops, including: working hardware, network and storage that is compatible with VMware products
- Software Requirements
- The following assumptions and parameters were utilized in determining the level of effort and pricing for the servers contained in the Customer Data Centers and for the services defined in this SOW

Landing Zone Readiness Assessment

VMware will perform analysis of the Virtual Infrastructure that will be used to house and support the migrated workloads. The items outlined below will be reviewed to validate readiness:

- Conduct interviews and inspection of the VMware virtual infrastructure configurations on Customer's ESX hosts and vCenter servers for the environment to which the workloads will be migrated. This activity will assess the current vSphere implementation against suggested practices related to the following categories:
 - Standardization
 - Supportability
 - Server Hardware and BIOS Configuration
 - ESXi Server Service Console Configuration
 - ESXi Networking Configuration
 - ESXi Storage Configuration
 - vCenter Configuration
 - Security
 - VM Configuration
 - Design Validation
 - Ability to scale environment and does the architectural design support the scaling objective

The the VMware project team will:

- Determine application connectivity and access
- Performance measurement (requires performance management tools by Customer)

- Validate Network and peripheral connectivity
- Assess environments and develop migration plan
- Leverage VMware Capacity Planner and other tools to assess the current and needed capacity of the system.
- Review VMware Capacity Planner and compile server inventory and utilization data for the in scope systems
- Verify in-scope server list and inclusion criteria
- Establish criteria for migration timing
- Develop initial migration sequence
 - Server groupings by application bundles, which may include business lines and location grouping
 - Define Migration list lock point in time where no servers may be added to a migration bundle
 - Define Migration bundle change control freeze point in time where no changes are allowed to servers without Sponsor approval
 - Meet with Customer architects and/or application liaisons/system owners to understand high level interdependencies, freeze periods, and outage windows
- Confirm Master Migration Schedule with Project Sponsor and all Customer stakeholders
- Develop initial schedule
- Establish process for finalizing Migration bundles
 - Timelines, outage windows, interdependencies, resources, etc.
 - VMware pre-requisites and suitability for virtualization
- Confirm new Infrastructure Readiness for VMware deployment
- Confirm that new server infrastructure will support Migration volume
- Meet with Customer Storage team
- Confirm storage capacity plans will assist with meeting expected needs
- Review SAN architecture sizing (e.g., number of ports)
- Review LUN sizing plans
- Review backup plans
- Meet with Customer Network team
- Review access layer switch infrastructure
- Review clustering and load balancing approach
- Review network capacity plan to provide alignment with server team plans
- Recommend Security Best Practices for network access control in a virtualized environment using VLANs, VPNs, ACLs and Firewalls
- Meet with Architecture and Security teams to validate their requirements are incorporated into Migration planning
- Develop Migration Run book template
- Review Run Book Template with Customer Project Sponsor, Project Manager and Server Team leadership
- Review testing requirements with infrastructure and applications leads

Migration Candidate Identification and Profiling VMware will assist Customer in identifying servers for each migration phase. Customer is responsible for providing a list of servers to be analyzed and securing appropriate access to gather relevant data. Based on the workload profiles, VMware will create a workload profile mapping to approved migration scenarios as well as provide a breakout of virtual machine candidates for the migration phase, along with the target virtual infrastructure resources necessary to house the migrated servers.

Define Technical Conversion Scenarios and Applicability A key task in the migration planning process is the definition of the applicable technical conversion scenarios and their applicability to servers based on criteria such as server OS or role. The technical conversion determines the migration steps including the pre-migration, migration, post-migration and validation run-books.

Deliverables

The VMware project team will assist the Customer with the following:

- Capacity and server requirements
- Master Migration Schedule via the Cloud Migration Portal Tool.

- Initial timing for migrations of each server
- Migration Run Book Template (MS Office format)
- Detailed checklist to be completed prior to migration with task level resource assignments and timelines
- Starts with Decision Tool process to determine optimal placement and to secure server owner agreement to proceed
- VMware pre-requisite validation
- Network details and changes required
- Storage details and changes required
- Migration steps
- Infrastructure and Application testing steps
- Fallback and contingency plans
- Server owner acceptance process

Migration Process Planning

The Migration Process Plan determines the sequence of events, the process of steps and the responsible parties in each step of the migration process. Migration planning will provide the detailed artifacts:

- Migration run-books (pre-check, migration & post-migration)
- Validation and testing guides
- VM Configuration specifications

Deliverables

- Functional Requirements – A Word document that documents the requirements, assumptions, constraints, risks, and use cases

2.5 Execute

This phase includes the execution of the VMware workload for each of the departments, following the architecture design and configuration plans created.

Deliverables

- Validation Plan workshop – *Validation Workbook*

2.6 Solution Validation

VMware will assist Customer (i.e. administrators and server owners) to document and establish the test plans for validating test migrations and live migrations. Customer personnel will execute the validation and testing of migrated servers beyond the validation to be executed by the VMware engineer defined in the Type – 1 Migration – Migration and OS Validation section. The testing process will include the following personnel:

- VMware migration team members
- Customer server owners
- Customer server administrators

The final step in the Migration Planning process is to conduct pilot exercises using a representative sample of servers across all migration scenarios and workload profiles to validate and refine the following deliverables.

- Project Schedule
- Server Profiling
- Pre-Conversion Process
- Conversion Process
- Post-Conversion Process
- Infrastructure requirements including Storage, Network, and Compute

Assumptions and Customer Responsibilities**Primary Assumptions**

- Up to fifty (50) Data Centers
- Location of Data Centers Close proximity to each other (fifty (50) miles)
- Target up to Number of Servers for Migration up to one thousand forty nine (1349)
- Estimated Target Migrations per week Thirty (30)
- Estimated number of Windows per week Three (3)
- Estimated duration of Conversion Phase Eighteen (18) weeks
- Estimated duration of Planning Phase Three (3) weeks
- All work by Senior Consultant beyond will be performed remotely. A Project Change Request will be required for additional expenses in the event Customer requires and/or requests and/or VMware determines the services need to be conducted on-site
- Disk resizing is considered out of scope
- VMware will capture inventory and utilization for candidate servers for conversion (utilizing VMware Tools)
- All migrations are Intra-data center. For all practical purposes Customer's multiple data centers look logically like one (1)
- Landing Zone Resources are in place, stable, have enough capacity, and ready for workloads
- Up to Five Hundred Forty Nine (549) Physical-to-VMWare Conversions
- Up to V2V conversions of eight-hundred (800) workloads
- Hyper-V Conversions are not a true V2V, virtual hardware conversion is required
- Customer will provide at least sixty (60) (ten (10) more than the target per week rate) workloads for migration per week
- Customer is fully responsible to validate that the VMware team has the minimum target servers per week identified in this SOW. Failure to provide the targeted weekly servers for conversion may result in a project change request
- Customer will provide at least three (3) outage windows per week
- Remote access will be provided for all migration consultants
- Customer business units / Line of Business IT will perform and support testing once a VM Migration has been deemed completed by VMware according to the validation criteria
- Customer will be responsible for procuring all hardware and software required for this project including any conversion tools that may be required
- Any relocation of underlying storage will be the responsibility of Customer storage resources
- VMware assumes that connectivity between servers will provide sufficient network or SAN bandwidth to transfer at least 15Gig of data per hour
- A downtime of up to ten (10) hours per outage window will be required
- In the event that the aggregate migrated storage is over 200GB, Customer and VMware will agree on server-specific downtime allowances in order to accommodate larger data migration requirements
- Change windows may impact execution schedule
- Customer is responsible for ensuring the target VMware vSphere environment has been designed and implemented according to VMware best practices and, additionally, the target vSphere environment has been designed and implemented to support landing VM/Application capacity and performance demands
- VMware resources will work up to eight (8) hours per day and up to five (5) days per week. A project change request will be required if Customer requests or requires VMware resources to work more than eight (8) hours per day and more than five (5) days per week unless otherwise agreed to in writing by VMware
- Prior to starting of this workstream customer must confirm that the Capacity Planner has installed, configured and collected data with Capacity Planner prior to beginning this engagement. VMware will be performing this work in workstream 1

This section describes the responsibilities of Customer to VMware with regard to this project.

- Provide list of system owners, application liaisons, and application owners

- Provide current freeze periods and outage windows. Due to the accelerated schedule, VMware will require flexibility in scheduling migrations outside of off hours maintenance windows.
- Review and agree with migration timing criteria
- Agree to migration list lock and migration change freeze time periods
- Secure participation of architecture, security, network and application liaison/owners in all requested meetings and validate that assigned tasks are completed
- Facilitate installation of VMware products and tools to validate physical host is suitable for virtualization
- Participate in working sessions to identify initial Migration source hosts and target servers
- Provide characteristic CPU, memory, storage, availability, security and network requirements to facilitate Virtual Host definition
- Provide current Service Level Agreements/Objectives/Expectations for in-scope servers
- Provide planned server, storage, network infrastructure details
- Review Application Alignment approach and incorporate into Customer processes for server deployment
- Provide current system shutdown and restart procedures
- Provide current infrastructure and application test plans
- Identify Customer responsible parties for development of infrastructure and application test plans and assign them to support the Virtualization Project
- Customer will support capacity needs as defined by the migration requirements
- Customer will assign a fulltime Project Manager for the duration of this project.
- Customer's Project Manager must have the authority to make project decisions and represent Customer in all matters related to this workstream. Customer's Project Manager will provide a single consolidated response to any review, approval, change, or decision request and will coordinate internal Customer technical resources in a manner consistent with the overall project schedule.
- Customer Project Manager will arrange for and coordinate internal Customer technical resources that will be required to interface with VMware Senior Consultants for the successful execution of the project. Customer staff will actively participate in this engagement, and individuals with relevant domain, business, and/or technical expertise will be available as required. These participants are the acknowledged spokespersons for the areas they represent, and the VMware project team requires regular and timely access to them. If participants are unable to attend a scheduled meeting, then the Customer Project Manager becomes the final authority on all items of discussion.
- Customer will provide access to facilities and computer systems as required for VMware project team to perform tasks as outlined in this SOW.
- For engagement activities that need to occur at Customer work locations, VMware expects Customer to make reasonable facilities accommodations for our project team at these location(s). These accommodations will include a desk/cubicle, voice telephone, Internet access, and shared access to laser printer, copier, fax, and conference room facilities.
- Customer will provide a suitable environment for knowledge transfer (overhead projector and conference facilities). Computer hardware and systems support is required for the knowledge transfer workshops, including: working hardware, network, and storage that is compatible with VMware ESX.
- Customer is responsible for, and assumes any risk associated with any problems resulting from the content, completeness, accuracy and consistency of any data, materials and information supplied by Customer.
- Any change to the scope of work explicitly described in this SOW, and any associated additional fees, must be mutually agreed in writing.
- For engagement activities involving the VMware Capacity Planner, Customer agrees to allow VMware to collect inventory and performance metrics of customer-selected systems, and upload the information to VMware servers for analysis.
Computer hardware and systems support is required for the capacity assessment process, including:
 - Dedicated, networked (including Internet access) Windows 2000 Server SP3 or higher machine with at least 500 MHz CPU, 256MB RAM, and 2GB free disk space.
 - External internet access to enable utilization data to be reported to VMware for consolidation and analysis.
 - Local and domain administrator (root) access to existing servers to gather data for use in analysis.

- Customer agrees to be responsible for authorizing and controlling access to the VMware hosted website, maintaining the confidentiality of user IDs and passwords and be responsible for any use that occurs under such user IDs and passwords. If at any time Customer no longer has the rights to access the VMware hosted website or no longer extends that sponsorship to its employees, Customer and/or its employees must cease all access and use of the website.
- VMware is not liable for any losses, damages, claims, demands, actions, costs and expenses (including reasonable attorneys' fees and court costs) arising from or created by any of Customer's acts or omissions related to the installation or use of Capacity Planner or Customer's provision of associated services.
- Customer's Project Manager and the VMware Project Manager shall mutually agree in writing to the formal project plan governing this project.
- Customer will provide coordination with server owners and its IT personnel for all aspects of this project
- Customer will deliver the number of fully-approved servers shown above for migration by VMware personnel and in accordance with the published migration schedule
- Customer will be responsible for procuring all hardware and software required for this project including any conversion tools that may be required
- Customer personnel will be responsible for the validation of migrated servers including application validation and responsible Customer staff will be made available during or after migration windows to conduct validation activities
- This engagement does not include Server or Application Dependency mapping

Customer Responsibilities

Customer will be responsible for the following related to the Technical Migration Services:

- Work with VMware Program Manager to group physical hosts into migration bundles
- Work with VMware Program Manager to "lock" bundles within three (3) weeks of the migration Date
- Adhere to the scheduled migrations
- Provide a standby pool of migration candidates for each server type to be use as alternate replacements
- Assign Customer resources to each bundle
- Lead the Application Alignment process
- Conduct analysis at the OS and application level to confirm that servers identified as consolidation candidates by VMware will perform to Customer's SLA's if consolidated
- Communicate with application vendors to determine VMware affinity
- Identify and attempt to remediate any hard coded IP Addresses in applications on in-scope servers. Customer applications requiring code changes to support dynamic IPs may require delays to that application migration and will be documented as an exception
- Complete implementation of target infrastructure
- Meet with VMware team to determine applications and interdependencies for each host Supply network (including assigning new IP addresses, defining subnets and creating or modifying firewall rules) and storage requirements
- Provide system and application shutdown and restart procedures
- Provide and manage suitable SAN to SAN replication or copy for migration of virtualized servers
- Review and approve migration steps
- Review and approve fallback and contingency plans for each host
- Provide infrastructure and application testing procedures for each host
- Execute Customer change control process for each bundle and freeze infrastructure and application changes for a specific period (to be agreed upon during project start-up) before and after the migration date
- Complete all data migrations for underlying VM's
- Assure primary and backup resources are assigned to each migration bundle
- Perform full backup of all hosts in each migration group, subject to Customer exceptions and acceptance
- Secure go-decisions for a minimum of thirty (30) conversions per week during virtualization factory activity
- Provide authorization to proceed for each migration group
- Execute assigned tasks in Migration Run books

- Execute infrastructure and application test procedures
- Provide response to any issues identified during Migration process not resolved through predefined contingency plans

Deliverables

- Validation Plan Workshops
- *Validation Workbooks* – An Excel spreadsheet providing the functional, design, and Customer-specific requirement validation results with expected (initial) and actual (post-validation) results
- Executed and validated test cases (including Customer sign-off)

2.7 Knowledge Transfer

During this phase, the consultant provides the Customer operators and administrators with a knowledge transfer session on the deployment and operating procedures.

Deliverables

- Delivery of Knowledge Transfer sessions

2.8 Workstream 2 Conclusion

The project review and conclusion activities include a presentation that summarizes the engagement activities performed for the resulting workload migration solution. A final set of deliverables will be provided to Customer. Customer deliverables include the following:

Deliverables

- Final copies of documents created for Workstream
- Workstream closure meeting

3.1 Workstream 3: Implement, and Upgrade of Departmental Data Centers / Closets

Workstream 3 provides VMware will include implementing and deployment of the applicable capabilities (e.g., server virtualization) to upgrade and migration existing environment solution at Riverside RC3 data center. Service includes Plan, Assess, and migration and/or upgrading of existing vSOM within the Riverside environment, validation, and post configuration. Knowledge transfer to Customer will occur throughout Workstream 3, and upon conclusion, VMware will deliver a final set of documents as specified in the Deliverables section of the SOW.

Step 1: to be completed in this workstream

The goal of these engagements is to assess the smaller datacenters / data closets to determine which of the following can and should be accomplished:

- Upgrade hosts to vSphere 6.x up to the following configuration parameters:
 - (one) 1 Test vCenter Server upgrade(s)
 - (three) 3 Test ESXi Host upgrade(s)
 - (twenty, five) 25 Test Virtual Machine VMware Tools upgrade(s)
 - (twenty, five) 25 Test Virtual Machine Virtual Hardware upgrade(s)
 - (two) 2 Production vCenter Server upgrade(s)
 - Up to (Fifty) 50 Production ESXi Host upgrade(s)
 - Up to (one thousand,) 1000 Production Virtual Machine VMware Tools upgrade(s)
 - Up to (one thousand,) 1000 Production Virtual Machine Virtual Hardware upgrade(s)
 - (one) 1 Implementation plan for upgrade
 - (one) 1 Knowledge Transfer for What's New in vSphere 6.0 (including Update 1)
 - (one) 1 Validation workbook for upgrade

- Install vROps as required (small environments may not justify installation of vROps) up to twenty-four (24) instances.

VMware may utilize vROps as a tool to gather information for the assessment in some environments. Smaller environments will not require a vROps.

Based on the assessments detailed migration plans will be created for each of the departments.

Step 2: to be completed in this workstream

All remaining virtual datacenters will be upgraded to vSOM as required:

- Install vROps as required up to 24 total vROps instances

(one) 1 Customer wants to reduce the number of system outages by implementing performance management and capacity planning tools that provide views, reports, and dashboards associated with the health of its systems. Implementation of such tools helps to improve utilization and uptime of Customer's IT resource infrastructure for its end-users and customers, and enables Customer IT personnel to reclaim capacity and help to reduce IT spending through accurate capacity planning. These tools will also enable Customer to discover and map applications to visualize the dependencies to understand better the relationships between applications and infrastructure.

Customer also wants to enable the following to improve monitoring visibility and operationalization of their enterprise environment.

- Dependency discovery of VMware vCenter Server™ virtual machines based on observed network connectivity enabling user-defined and automatic application group discovery within vRealize Operations Manager.

VMware collaborates with Customer to do the following:

- Conduct a Discovery Workshop about the roles, responsibilities, and skillsets required to administer and leverage the delivered solution.
- Gather requirements and insight from Customer that are related to performance and capacity management.
- Design a production-grade instance of vRealize Operations Manager (up to product maximums).
- Conduct design survey to determine the recommended installation method for one instance of vRealize Operations Manager.
- Conduct a Design Workshop to design, implement, and visualize metrics, key performance indicators, tagging, views, reports, and dashboards for the selected use cases.
- Configure vRealize Operations Manager to implement the use case objectives.

* Provide knowledge transfer about the configured environment. The vRealize Operations Manager environment will also be validated and a Validation Workshop conducted to review the results.

At the conclusion of the engagement, VMware will provide project documentation that includes a Service Checklist, Design Requirements document, Architecture Overview document, Configuration Workbook, Validation Workbook presentation.

3.2 Planning

Topics to be discussed include the following:

- Workstream scope and objectives
- Workstream timelines, scheduling, and logistics
- Identify key End Customer project team members to work with the VMware team
- Review the phases, and use cases selected for this engagement
- Identify and agree to key End Customer activity completion dates
- Prerequisites and other preparation required prior to the project kick-off

Deliverables

- Pre-engagement call(s) to discuss project scope, requirements, prerequisites, and schedules (Customer and VMware)
- *Service Checklist* – A document of the hardware and software prerequisites required to implement the performance and capacity solution
- Prerequisite Checklist – A document of the hardware and software prerequisites required to implement the SDDC solution & validation that data is being properly collected
- Kick-off meeting scheduled and resulting actions, and next steps documented

3.3 Kickoff

The VMware Project Manager will lead the delivery team and the End Customer project sponsors and stakeholders in an engagement kickoff meeting to set expectations about the purpose of the engagement, the delivery approach and timelines, the amount of time and effort required from participants, and the expected milestones and deliverables. The following are the objectives of the meeting:

- Introduction of the delivery team, roles, and responsibilities
- Discussion of project goals and the purpose of engagement
- Establishment of a communication plan over the course of the project
- Explanation of the expected engagement work products
- Identify appropriate stakeholders or points of contacts

Deliverables

- Kickoff meeting and resulting actions and next steps documented
- Kickoff Presentation

3.4 Assess

VMware conducts requirements review and use case definition workshops to capture Customer's business and technological goals and requirements.

- VMware will assist Customer staff to obtain more detailed capacity information about the physical environment to support the architectural design
- Make recommendations as to the number and size of physical servers needed to support Customer's vSphere environment

Results of the current state analysis and the capacity analysis of physical servers (optional) will be reviewed and incorporated into the requirements.

After the data is collected, analysis of the results is conducted by the VMware consultant and reviewed.

Deliverables

- Functional Requirements – A Word document that documents the requirements, assumptions, constraints, risks, and use cases

3.5 Deploy / Upgrade

After the architecture design is complete, VMware works with the Customer project team to identify and agree to validation test cases and the results that define a production vSphere environment deployment.

- A deployment is defined as a single implementation of the design as defined in the *Configuration Workbook*

VMware consultants will work closely with Customer personnel during the deployment to transfer knowledge about the deployment procedures.

- Assisting the Customer's team as they complete infrastructure readiness activities to implement the required VMware vSphere hardware and software prerequisites, as well as the network, storage and security systems. Customer is responsible for the infrastructure readiness activities, while VMware will provide technical guidance and track progress

- Providing appropriate technical and operational best practices knowledge transfer sessions. The primary audience for these knowledge transfer sessions is Customer's operations team responsible for the day-to-day management of the environment. The *Installation and Configuration Procedures document will be reviewed with key stakeholders*

Deliverables

- Updated Configuration Workbook

3.6 Validate

During this phase, the consultant works with the designated Customer stakeholders to validate the production vSphere / vSOM environment. This includes executing the agreed-upon validation test cases defined in the Customer-specific *Validation Workbook*.

- This phase also includes executing the agreed-upon validation test cases defined in the End Customer-specific *Validation Workbook*

Deliverables

- Validation Plan Workshops
- *Validation Workbooks* – An Excel spreadsheet providing the functional, design, and Customer-specific requirement validation results with expected (initial) and actual (post-validation) results
- Executed and validated test cases (including Customer sign-off)

3.7 Knowledge Transfer

During this phase, the consultant provides the Customer operators and administrators with a knowledge transfer session on the deployment and operating procedures.

Deliverables

- Delivery of Knowledge Transfer sessions

3.8 Workstream 3 Conclusion

The project review and conclusion activities include a presentation that summarizes the engagement activities performed for the resulting virtualization solution. A final set of deliverables will be provided to Customer. Customer deliverables include the following:

- *Service Checklist* – A document that lists the required facilities, hardware, software, networking, and security components that need to be provided in order to successfully complete this engagement

Technical Requirements**Hardware Requirements**

Customer will provide computer hardware and systems support for the knowledge transfer workshops, including working hardware, network and storage that is compatible with VMware ESXi.

Hardware requirements according to guidance in the following documents:

- *Service Checklist*
- *VMware vSphere Installation Guide*
- *Architecture Design and Configuration Workbook for the deployment of the VMware vSphere solution*

Software Requirements

Software requirements according to guidance in the following documents:

- *Service Checklist*
- *VMware vSphere Installation Guide*

- *Architecture Design and Configuration Workbook for the deployment of the VMware vSphere solution*

Deliverables

- Final copies of documents created for Workstream
- Workstream closure meeting

Out of Scope for Workstream 3

The following items are not included in this SOW:

- A health check of the VMware vSphere 5.x environment is out of scope for this service, but is available and offered as a follow-on service.
- A complete Virtualization Design and Deploy Service for vSphere is out of scope for this service, but is available and offered as a follow-on service.
- The upgrade service does not include operational transformation with the implemented design. It does, however, provide areas for consideration related to operational readiness are identified at a high level at the conclusion of this service.

General service:

- Implementation of VMware products not specified in this SOW.
- Configuring, adjustment, or troubleshooting of Customer hardware, network, or vSphere environments.
- Configuring or formatting of Customer's files or source database that is queried by the adapters.
- Designing or recommending overall event, incident, and problem management process for an organization unless Operations Transformation services have been explicitly included in the service engagement. These include the following:
 - Managing uptime/downtime alerts.
 - Monitoring application-specific processes and executables unless enabled by an approved adapter.
 - Process design workshops or other process or workflow improvement recommendations.
 - Future state workflow diagrams for performance, capacity, event, incident, and problem management process based on selected use cases.
 - Designing or recommending overall capacity and performance management processes for an organization.
 - Designing or recommending a manager-of-manager tool for network operations center Documented step-by-step instructions for performing a physical to virtual, or virtual to virtual migration
 - Physical to virtual and virtual to virtual migration activities
- Solution capabilities will be limited to those provided by vSphere / vSOM. Other VMware or third-party product capabilities are not included
- Business continuity / disaster recovery design and deployment beyond the core capabilities of vSphere
- Deployment using Virtual SAN for Software-Defined Storage is not included, but can be addressed with additional scope to this SOW

Schedule, Project Roles, and Governance

Schedule

VMware estimates that the execution of this project will have an estimated duration of three hundred (300) business days to execute if all assumptions in Customer Responsibilities and Assumptions section are met and there are no

intervening delays outside of VMware control. Work will be performed according to a schedule agreed upon by both parties. Typically, work will be performed during normal business hours and workdays (weekdays and non-holidays).

Role Descriptions

VMware Project Team

The VMware team will be comprised of multiple roles and may vary in the level of effort, as dictated by the project needs. VMware anticipates that all team members will contribute throughout the work efforts, utilizing their respective skills and integrating the findings. The roles anticipated for these Phases are described below.

Project Manager

VMware will assign a Project Manager to the engagement when the project starts. The Project Manager identifies personnel resources, project structure, project plan tools, communication plan, and overall project management techniques to be used to manage the engagement. The Project Manager also sets objectives for duration, cost, and provider commitment. Working with the Customer project manager, the VMware Project Manager does the following:

- Provides overall customer relationship and project management.
- Establishes the communication plan and directs formal communication and coordination with Customer Project Manager.
- Handles planning and pre-engagement preparation.
- Identifies the project team, roles and responsibilities, and assignment dates.
- Maintains the project timeline, including deliverables, activities, duration, and task owners.
- Reports project status and holds weekly update meetings.
- Schedules resources.
- Oversees logistics, including security, remote access, and facility access.
- Provides escalation triage and maintains risk register.
- Identifies final deliverables.
- Provides final versions of all project documents.

One (1) Lead Consulting Architect.

VMware Professional Services will provide one (1) Lead Consulting Architect who will work at Customer location and remotely throughout the duration of the project. The VMware Consulting Architect will interact with the Customer project manager and the VMware program manager, and will coordinate activities with consulting teams executing the four (4) Workstreams described in this SOW. This role is responsible for the overall solution and integration for the RC3 Data Center project.

The Lead Consulting Architect will possess technical best practices knowledge about, and have planning, design, installation, configuration, optimization, operations, and troubleshooting expertise, as well as knowledge of with the following VMware technology:

- SDDC planning, design and implementation
- vRealize Suite
- NSX planning, design, and implementation
- Under this workstream model, the Lead Consulting Architect will work with Customer management to define, coordinate and execute the project plan

Each of the four Workstreams will be performed by the following VMware Project Team resources:

- Consulting Architect(s)
- Leads requirements, use case, architecture and design workshops
- Lead author, contributor and final technical approver of architecture and design documentation work products

Senior Consultants

- Assists with requirements, use case, and design workshops

- Deploys and configures the VMware solution in accordance with the architecture and design established by the Consulting Architect
- Runs validation activities on the solution, once installed and configured in Customer's environment
- Prepares the final project documents for delivery to the Customer
- Program Manager
- Refer to Appendix A

Project Governance

Purpose

Governance refers to the set of policies, processes, procedures and responsibilities that define and establish management and control of a project or program. Project governance outlines the relationships between all groups involved in the project, describe the project information flow to all stakeholders and validate reviews and approvals at appropriate stages of the project.

Detailed governance mechanisms are necessary to validate that the milestones and outcomes of this project are achieved according to a mutually accepted project plan. VMware and Customer will form a constructive partnership to establish and adhere to the following governance structure. This effort will be lead by the VMware Engagement Manager and the Customer Project Manager.

Structure

Decision Making Authority

VMware and Customer will identify the stakeholder(s) with the authority make critical project decisions and approve deliverables. A RACI matrix will be created and maintained to communicate key roles and responsibilities and serve as a record for accountability.

Deliverable Review and Acceptance

A deliverable tracker will be created and maintained by the VMware Engagement Manager and Customer Project Manager. The tracker will include the deliverable name, description, the responsible party, due date, the levels of review required for acceptance, and the decision making authority. Deliverable completion status as well as approval status will receive routine review in accordance with the cadence of the project communication plan.

Weekly Leadership Meetings – Steering Committee

For the duration of the engagement, a weekly steering committee meeting will be held with key decision making authorities from VMware and Customer (Engineering, Operations, Migrations, Service Delivery, Program Management, Executive Sponsors). The goal of this meeting is to maintain open communication regarding the status of project deliverables, promote accountability, and address key decisions that could affect the progress and success of the engagement.

Escalation Process

In order to assist with proper and efficient utilization of project leadership resources, VMware and Customer will define and document the criteria and process for escalation of critical issues within the respective organizations.

VMware's approach for escalation breaks the items down into the three key areas of project management: scope, timeline, and resources. Day-to-day items will be resolved at the project level. Items across work streams will be brought to the notice of the program manager for resolution. If agreement cannot be reached, or a decision is required, an escalation can be triggered.

Table 1: Areas of Escalation

Scope	Changes to overall program scope	Project/Program Managers	Escalate to Program Steering Committee
Timeline	Changes to overall program timeline	Project/Program Managers	Escalate to Program Steering Committee
Resources	Changes to project allocations	Resource Managers Project/Program Managers	Escalate to Program Steering Committee

Customer Project Team

- Customer shall provide a Project Manager knowledgeable in pertinent internal Customer processes and able to collaborate with the VMware Program Manager as specified in this SOW.
- Customer will support and provide representation at project review meetings at a mutually agreed upon time and location to discuss the project status, issues, new requirements and overall project progress. These meetings may also cover performance status updates, schedule updates, pending changes, open issues, and action items

VMware Responsibilities

- VMware will coordinate activities of all VMware resources and will provide Customer with VMware resources that have the skills and expertise necessary to properly execute the requirements and services set forth in this SOW

Assumptions and Customer Responsibilities

This section describes the responsibilities of Customer to VMware with regard to this project.

- Customer's Project Manager must have the authority to make project decisions and represent Customer in all matters related to this SOW. Customer's Project Manager will provide a single consolidated response to any review, approval, change, or decision request and will coordinate internal Customer technical resources in a manner consistent with the overall project schedule
- Customer Project Manager will arrange for and coordinate internal Customer technical resources that will be required to interface with VMware Senior Consultants for the successful execution of the project
- Customer staff will actively participate in this engagement, and individuals with relevant domain, business, and/or technical expertise will be available as required. These participants are the acknowledged spokespersons for the areas they represent, and the VMware project team requires regular and timely access to them. If participants are unable to attend a scheduled meeting, then the Customer Project Manager becomes the final authority on all items of discussion
- Customer will provide access to facilities and computer systems as required for VMware project team to perform tasks as outlined in this SOW
- Customer is responsible for executing all items discussed in the *Service Checklist* before arrival of VMware consultant on site. Any additional time required for VMware personnel to perform the actions specified in this

SOW because of Customer's lack of completion of these checklist items will be considered billable time payable by Customer

- Customer is responsible for implementing application level recovery procedures
- For engagement activities that need to occur at Customer work locations, VMware expects Customer to make reasonable facilities accommodations for our project team at these location(s). These accommodations will include a desk/cubicle, voice telephone, Internet access, and shared access to laser printer, copier, fax, and conference room facilities
- Customer will provide a suitable environment for knowledge transfer (overhead projector and conference facilities). Computer hardware and systems support is required for the knowledge transfer workshops, including: working hardware, network, and storage that is compatible with VMware ESX
- Customer is responsible for, and assumes any risk associated with any problems resulting from the content, completeness, accuracy and consistency of any data, materials and information supplied by Customer
- Any change to the scope of work explicitly described in this SOW, and any associated additional fees, must be mutually agreed in writing
- Customer's Project Manager and the VMware Program Manager shall mutually agree in writing to the formal project plan governing this project

Customer's Project Manager will work with the VMware Program Manager to perform all project management responsibilities and activities including, but not limited to, the following:

- Customer will assign a Cost Model or IT Financial Management subject matter expert who will be responsible for the rule and logic of the solution after implementation is complete
- Management of the overall project plan identifying and managing the project resources including daily coordination of resource priorities and assessment of scheduling impacts
- Publishing updates to the schedule to provide that the project team is informed of changes, dependencies, and last minute changes
- Holding stakeholder briefings and communications as agreed upon in the project plan
- Performing project communications including executing a project Communication Plan and providing Lines of Business with status reporting on the project efforts. Executive status will be provided as inclusive of high level decisions and key issues with delineated owners and specific expected actions with dates
- Coordinate internal Customer reviews and consolidate Customer feedback on any VMware work products that require Customer review. Provide formal Customer acceptance of any work products or timesheets that are required to satisfy completion of these services
- Status Reports – Work with the VMware Program Manager to consolidate status of Customer and VMware activities and progress across workstreams while identifying anticipated risks and issues encountered. Issues and risk reviews are part of the weekly reporting
- Status Meetings – Host weekly status meeting with VMware Program Manager and project team as part of the weekly project review. Customer Project Manager will review planned phases, status and progress to date. Status meetings will also serve to identify key issues, track progress and identify risks and barriers. Weekly progress will then be published to the team and all parties engaged
- Project Escalations – manage escalated issues, and risks through resolution including risk mitigation plans and planned contingencies for unexpected issues and risks



VMware Professional Services
Statement of Work

Payment Terms and Schedule	
VMware will provide the services as outlined in this SOW, including travel expenses but exclusive of applicable taxes, on a fixed price basis, through the redemption of VMware Consulting and Training Credits purchased by Customer.	
VMware shall deduct the VMware Consulting and Training Credits from the Customer balance based on Customer acceptance of each completed milestone according to the table below.	
Total Credits Required	19,712
VMware Investment	(8,212)
Total credits to be charged to Customer	11,500
Milestone Description	VMware Consulting and Training Credits
Workstream 1: RC3 Software Defined Data Center	
Milestone # 1.1 - 1.2 – Planning / Kickoff	403
Milestone # 1.3 – Assess – SDDC / Virtualization	590
Milestone # 1.4 – Design - SDDC / Server Virtualization / Network Virtualization	2,038
Milestone # 1.5 – Deploy – SDDC / Server Virtualization / Network Virtualization	2,135
Milestones # 1.6–1.8 – Validate / Knowledge Transfer / Conclusion	993
Subtotal Workstream 1	6,159
Workstream 2: Migration of departmental workloads to RC3	
Milestone # 2.1–2.3 – Planning / Kickoff / Landing Zone Assessment /	552
Milestone # 2.4–2.6 –Migration Process Planning / Execute / Validate	2,043
Subtotal Workstream 2	2,595
Workstream 3: Implement, and Upgrade of Departmental Data Centers	
Milestone # 3.1–3.3 - Planning / Kickoff / Assess	574
Milestone # 3.4–Deploy	1,665
Milestone # 3.5–3.7 – Validate / Knowledge Transfer / Conclusion	507
Subtotal Workstream 3	2,746
Total credits to be charged to Customer	11,500

For the purposes of this statement of work, "deliverable" is defined as any reports, analyses, scripts, templates, code or other work products, tangible or intangible, to be delivered by VMware to Customer as set forth in the SOW.

Project 04 - VMware Datacenter

Miscellaneous VMware Professional Services

Workstream 1: RC3 Software Defined Data Center

1.0	1.1	Planning	<ul style="list-style-type: none"> ○ Service Checklist ○ Project Timeline & Scope ○ Scheduling & Logistics ○ Solution Overview Presentation (vSphere Virtual Infrastructure, vRealize Business, NSX, vRealize Operations Management, vRealize Automation) ○ Solution Requirements Document
	1.2	Kickoff	<ul style="list-style-type: none"> ○ Kickoff Presentation
	1.3	Assess	<ul style="list-style-type: none"> ○ Functional Requirements Document ○ Infrastructure Mapping
	1.4	Design	<ul style="list-style-type: none"> ○ Architecture Design Document (vSphere Virtual Infrastructure, vRealize Business, NSX, vRealize Operations Management, vRealize Automation) ○ Configuration Workbook Document ○ Validation Workbook
	1.5	Deploy	<ul style="list-style-type: none"> ○ Updated Configuration Workbook
	1.6	Validate	<ul style="list-style-type: none"> ○ Updated Validation Workbook ○ Executed & Validation Test cases (including Customer Sign-off)
	1.7	Knowledge Transfer	<ul style="list-style-type: none"> ○ Installation & Configuration Procedures
	1.8	Conclusion	<ul style="list-style-type: none"> ○ Workstream Closure Meeting / Presentation

Workstream 2: Migration of departmental workloads to RC3

2.0	2.1	Migration Planning	<ul style="list-style-type: none"> ○ Service Checklist ○ Project Timeline & Scope ○ Scheduling & Logistics ○ Solution Overview Presentation ○ Solution Requirements Document
	2.2	Kickoff	<ul style="list-style-type: none"> ○ Kickoff Presentation

	2.3	Landing Zone Assessment	<ul style="list-style-type: none"> ○ Migration Run Book Development ○ Pre-Requisite Validation ○ Core Infrastructure Changes Required ○ Failback / Contingency Plans ○ Populate and execute Migration Run Book
	2.4	Migration Process Planning	<ul style="list-style-type: none"> ○ Functional Requirements
	2.5	Execute	<ul style="list-style-type: none"> ○ Validation Plan
	2.6	Solution Validation	<ul style="list-style-type: none"> ○ Pilot exercise on representative sample of servers
Workstream 3: Implement, and Upgrade of Departmental Data Centers			
3.0	3.1	Planning	<ul style="list-style-type: none"> ○ Service Checklist ○ Project Timeline & Scope ○ Scheduling & Logistics ○ Solution Overview Presentation ○ Solution Requirements Document
	3.2	Kickoff	<ul style="list-style-type: none"> ○ Kickoff Presentation
	3.3	Assess	<ul style="list-style-type: none"> ○ Functional Requirements Documents
	3.4	Deploy	<ul style="list-style-type: none"> ○ Updated Configuration Workbook
	3.5	Validate	<ul style="list-style-type: none"> ○ Updated Validation Workbook ○ Executed & Validation Test cases (including Customer Sign-off)
	3.6	Knowledge Transfer	<ul style="list-style-type: none"> ○ Installation & Configuration Procedures
	3.7	Conclusion	<ul style="list-style-type: none"> ○ Workstream Closure Meeting / Presentation

For engagements requiring on-site consulting resources that are not local to the Customer's facility, travel for VMware consultants will occur on Mondays and Thursdays. It is expected that consultants will travel to the Customer's facility on Monday morning, arriving on site as early on Monday as possible, as dictated by flight options and travel time. The consultants will work on-site through Thursday and will schedule return travel on Thursday evenings, as available. It is expected that the consultants will provide forty (40) hours of work during a typical week and will accrue that time in a combination of on-site work on Monday through Thursday and off-site work on Friday.

Engagements that require consultants to work in excess of 40 hours per week, to work on weekends or major national holidays and/or to travel outside of this schedule will be considered exceptions to this policy and will be reviewed and approved by VMware and Customer as required.

The parties indicate their acceptance of the terms outlined herein by execution of this Statement of Work by their duly authorized representatives. These terms expire 30 days after the date on this SOW unless executed by both parties and Customer has procured the VMware Consulting and Training Credits through Golden Star Technology on or before March 31, 2016.



VMware Professional Services
Statement of Work

Agreed to: VMware, Inc. By <i>Luis A. Mata</i> Authorized Signature Date: March 16, 2016	Agreed to: Customer: Riverside County By <i>John J. Benoit</i> Authorized Signature Date: MAR 29 2016
Name: Luis A. Mata Title: Sr. Contracts Administrator	Customer Name: Address: City: State: ZIP: Country: Phone: Email:
Order Contact (Name, Title):	

Digitally signed by Luis A. Mata
DN: cn=Luis A. Mata, o=VMware,
ou=Legal,
email=lmata@vmware.com, c=US
Date: 2016.03.16 12:48:49 -07'00'

ATTEST
KECIA WARRER, JHEM Clerk
By *[Signature]*
DEPUTY

After this SOW is signed by Customer, it must be faxed in its entirety to VMware PSO Operations at (650) 427-5004 along with the purchase order if required. The purchase order must be addressed to VMware, Inc. Dept. CH10806, Palatine, IL 60055-0806, and shall include the end user's email address and phone number, billing email address, and billing and shipping addresses.

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]*
NEAL R. KIPNIS DATE 3/16/16

VMware Professional Services
Exhibit A - General Terms & Conditions

1. Definitions.

- a) **"Acceptance Period"** means a period of ten (10) business days (not including Federal or Bank Holidays) following, (i) with respect to a fixed fee engagement, delivery of the applicable Project Milestone Completion Form or (ii) with respect to time and materials engagements, the submission of timesheets.
- b) **"Consulting Services"** means those services provided by VMware to Customer as described in this Statement of Work ("SOW"). Alternatively, if Customer ordered such services via a VMware online datasheet in lieu of a Statement of Work, all references herein to this SOW shall be deemed to refer to such datasheet.
- c) **"Customer Materials"** means any materials or Technology provided to VMware by Customer in connection with the Consulting Services.
- d) **"Deliverables"** means work product resulting from the Consulting Services, which includes VMware's Prior Technology.
- e) **"Derivative Work"** means a derivative work as defined under applicable intellectual property laws.
- f) **"Intellectual Property Rights"** means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know-how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.
- g) **"Parties"** means VMware and Customer collectively and a **"Party"** means VMware or Customer individually.
- h) **"Prior Technology"** means any Technology that has been developed or otherwise created by or on behalf of VMware or licensed by VMware prior to or outside of this SOW, and which may be improved or modified in the course of developing the Deliverables.
- i) **"Taxes"** means any sales, use and other taxes (other than taxes on VMware's income), export and import fees, customs duties and similar charges applicable to the transactions contemplated by this SOW that are imposed by any government or other authority.
- j) **"Technology"** means algorithms, approaches, code, concepts, data, designs, developments, documentation, discoveries, expressions, inventions, know how, methodologies, multi-media files, object codes, processes, programs, skills, software, techniques, technology, templates, text, tools, and web pages.

2. Consulting Services.

- a) **Consulting Services.** Subject to the terms and conditions set forth herein, VMware will provide the Consulting Services and Deliverables as specified in this SOW.
- b) **Acceptance.**
 - i) With respect to fixed fee engagements, upon completion of each milestone, VMware will deliver to Customer a Project Milestone Completion Form. With respect to time and materials engagements, VMware will deliver timesheets to Customer. Customer will return the Project Milestone Completion Form or timesheets, as applicable, to VMware within the Acceptance Period, indicating thereon Customer's acceptance of the Deliverables or Consulting Services covered thereby.
 - ii) If Customer reasonably believes that VMware did not complete the Consulting Services and/or Deliverables in a manner that complies in all material aspects with this SOW, Customer will notify VMware within the Acceptance Period, in writing, of its rejection of the Consulting Services or Deliverables. Customer's notice must specifically identify and justify each non-conformance with the terms of this SOW. VMware will address Customer's issues and then re-present the Project Milestone Completion Form or timesheets for Customer's acceptance in accordance with the requirements of this Section 2.
 - iii) If VMware does not receive Customer's acceptance or rejection in the form set forth above within the Acceptance Period, the Consulting Services and Deliverables will be deemed accepted by Customer, and Customer will have waived any right of rejection.
- c) **Project Change Request.**

i) Either Party may request a modification to an accepted Deliverable or to any material provision of an SOW by means of a Project Change Request ("PCR"). When a Party submits a PCR, VMware will promptly estimate the financial and schedule impacts, if any, that the proposed PCR would have. The Parties will promptly meet to review the estimate and to determine whether, and with what modifications, the PCR would be mutually acceptable. VMware may not unreasonably refuse to accept a PCR initiated by Customer, if Customer agrees to bear the financial and schedule impacts identified by VMware.

ii) If the Parties agree on the PCR, they will properly memorialize such agreement and the date thereof, and attach the final PCR to the SOW. If the Parties are unable to agree within five (5) days after the PCR is submitted, then the submitting Party may either withdraw the PCR or terminate the SOW with the only payments due being for Deliverables delivered, work performed, and expenses incurred by VMware prior to the termination date.

d) **Customer Materials Delays.** Customer acknowledges and agrees that VMware's performance of the Consulting Services and supply of the Deliverables is contingent on Customer's timely delivery of any Customer Materials required to perform the Consulting Services. As such, any reasonable scheduling and/or financial impacts caused by Customer's failure to deliver Customer Materials will be treated as a PCR.

e) **Personnel.** The personnel assigned to perform Consulting Services under an SOW will be determined solely by VMware. However, Customer may request, in writing, with specific reasons delineated, the replacement of VMware personnel or VMware contractors that Customer reasonably believes are not adequately performing the Consulting Services set forth in the SOW.

3. Intellectual Property.

a) **Proprietary Rights.** All Intellectual Property Rights in the Prior Technology and the Deliverables remain VMware property ("**VMware Proprietary Works**"). Notwithstanding the foregoing, all written reports, analyses and other working papers delivered by VMware to Customer as part of the Consulting Services ("**Document Work Product**"), subject to and exclusive of any Intellectual Property Rights embodied therein, will belong to Customer upon payment in full of all amounts payable by Customer pursuant to this SOW. Nothing herein precludes VMware from developing, using or marketing services or materials that are similar or related to the Deliverables.

b) **Customer Materials.** Any Customer Materials used by VMware in connection with this SOW remain Customer property. Customer warrants that it has the necessary rights to provide the Customer Materials to VMware for VMware to access, use and/or modify them as necessary for VMware's performance of the Consulting Services.

c) **Deliverables License.** Subject to Customer's payment in full for Deliverables, Customer is licensed to (a) use such Deliverables internally, for the sole purpose for which they were provided, on a perpetual, non-exclusive, non-transferable, without rights to sublicense, royalty-free, worldwide basis ("**Deliverables License**"), and (b) make, for internal use only, a reasonable number of copies of the original Document Work Product in amounts reasonably necessary for Customer's internal use. Customer shall not sublicense or otherwise transfer to any third party any Deliverable. Other than as specifically provided herein, Customer may not modify, alter, decompile, disassemble, reverse-engineer, or create Derivative Works from the Deliverables.

d) **VMware License.** Customer hereby grants to VMware a non-exclusive, worldwide, personal, royalty-free, non-transferable (except to entities controlling, controlled by, or under common control with VMware) license under Customer's Intellectual Property Rights in the Customer Materials solely to the extent necessary for VMware to use, make, copy, modify, and create Derivative Works of the Customer Materials for the purpose of providing the Consulting Services under this SOW. The term of such VMware license expires upon completion of the Consulting Services under this SOW.

4. Confidentiality.

a) **Definition.** "**Confidential Information**" means information or materials provided by one Party ("**Discloser**") to the other Party ("**Recipient**") which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not so marked or identified: any personally identifiable information (such as the names of Discloser's customers or the physical address of any equipment) contained in any information collected about Discloser's computing environment, Discloser's business operations, pricing, discounts, source code, product roadmaps or strategic marketing plans.

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b) **Protection.** Recipient may use Confidential Information of Discloser: (i) to exercise its rights and perform its obligations under this SOW; or (ii) in connection with the Parties' ongoing business relationship. Recipient shall not use any Confidential Information of Discloser for any purpose not expressly permitted by this SOW, and shall disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a "need to know" such Confidential Information for purposes of this SOW and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

c) **Exceptions.** Recipient's obligations under Section 4(b) with respect to any of Discloser's Confidential Information shall terminate if Recipient can show by written records that such information: (i) was already known to recipient at the time of disclosure by Discloser; (ii) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of Recipient has become, generally available to the public; or (iv) was independently developed by Recipient without access to, or use of, Discloser's Confidential Information. In addition, Recipient will be allowed to disclose Discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

d) **Permitted Disclosure.** Notwithstanding anything to the contrary herein, neither Party shall disclose the terms and conditions of this SOW to any third party, without the prior written consent of the other Party. Notwithstanding the foregoing each Party may disclose the terms and conditions of this SOW without the prior written consent of the other Party: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of the Parties; (iv) in confidence, to accountants, banks, and financing sources and their advisors; (v) in connection with the enforcement of this SOW or rights under this SOW; or (vi) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

5. Intellectual Property Indemnification.

a) **Defense and Indemnification.** Subject to the remainder of this Section 5, VMware shall defend Customer against any third party claim that the Deliverables and/or Prior Technology when used as contemplated by this SOW infringe any patent, trademark or copyright of such third party, or misappropriate a trade secret (but only to the extent that such misappropriation is not a result of Customer's actions) under the laws of: (a) the United States and Canada; (b) the European Economic Area; (c) Australia; (d) New Zealand; (e) Japan; or (f) the People's Republic of China, to the extent that such countries are part of the territory of use for the Deliverables License ("Infringement Claim"), and indemnify Customer from the resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to in settlement; provided that Customer: (i) promptly provides VMware with notice of such Infringement Claim; (ii) allows VMware sole control over the defense thereof and related settlement negotiation; and (iii) reasonably cooperates in response to VMware requests for assistance. Customer may not settle or compromise any Infringement Claim without the prior written consent of VMware.

b) **Remedies.** Should the Deliverables and/or Prior Technology become, or in VMware's opinion be likely to become, the subject of an Infringement Claim, VMware will, at VMware's option and expense, either: (a) procure the rights necessary for Customer to make continued use of the affected Deliverables and/or Prior Technology in accordance with this SOW; (b) replace or modify the affected Deliverables and/or Prior Technology to make it non-infringing; or (c) terminate the Deliverables License to the affected Deliverables and/or Prior Technology, and, upon Customer's certified deletion or destruction of the affected Deliverables and/or Prior Technology, refund the fees paid by Customer for the applicable Consulting Services. Nothing in this Section 5(b) shall limit VMware's obligation under Section 5(a) to defend and indemnify Customer, provided that Customer replaces the allegedly infringing Deliverables and/or Prior Technology upon VMware's making alternate Deliverables or Prior Technology available to Customer and/or Customer discontinues using the allegedly infringing Deliverables and/or Prior Technology upon receiving VMware's notice terminating the affected Deliverables License.

c) **Exclusions.** Notwithstanding the foregoing, VMware will have no obligation under this Section 5 or otherwise with respect to any claim based on: (a) a combination of the Deliverables and/or Prior Technology with non-VMware products (other than non-VMware products that are listed on the purchase order and used in an unmodified form); (b) use for a purpose or in a manner for which the Deliverables and/or Prior Technology was not designed; (c) use of any older version of VMware software when use of a newer VMware revision would have avoided the infringement; (d) any modification to the Deliverables and/or Prior Technology made without VMware's express written approval; (e) any Deliverables and/or Prior Technology provided by VMware in accordance with Customer's

specifications or designs; (f) any claim that relates to open source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by VMware into VMware software listed on VMware's commercial price list or into Deliverables and/or Prior Technology; (g) any claim that relates to Linux or Android open source software, even when such open source software has been embedded into or distributed the Deliverables and/or Prior Technology; or (h) Customer materials or Technology that Customer instructs VMware to develop in a specific way or to achieve a specific end result. THIS SECTION 5 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VMWARE'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

6. Warranties and Limitation of Liability.

a) **VMware Warranty.** VMware warrants that the Consulting Services to be performed hereunder will be done in a workmanlike manner in accordance with the standards of the industry. Customer must notify VMware of any failure to so perform before the end of the Acceptance Period. VMware's entire liability and Customer's sole remedy for VMware's failure to so perform shall be for VMware to, at its option, (i) use reasonable efforts to correct such failure, and/or (ii) terminate this SOW and refund that portion of any fees received that correspond to such failure to perform.

b) **Disclaimer of Warranties.** THE EXPRESS WARRANTIES SET FORTH IN SECTION 6(a) ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VMWARE DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE CONSULTING SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO THE DOCUMENT WORK PRODUCT, OR ANY OTHER MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS SOW. VMWARE WILL NOT BE LIABLE FOR ANY THIRD-PARTY SERVICES OR PRODUCTS IDENTIFIED OR REFERRED TO CUSTOMER BY VMWARE. NO EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF VMWARE HAS THE AUTHORITY TO BIND VMWARE TO ANY REPRESENTATIONS OR WARRANTIES OUTSIDE OF THESE GENERAL TERMS AND CONDITIONS.

c) **Limitation of Liability.** VMware shall not be liable for any incidental, consequential, exemplary, special or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof, under this SOW. Except with respect to claims pursuant to Section 5 above, VMware's total liability and customer's sole and exclusive remedy for a claim of any nature arising out of the SOW, regardless of whether the claim is based in contract, tort, strict liability, or otherwise, will be limited to proven direct damages caused by negligence of VMware in an amount not to exceed (i) US \$ 1,000,000 for damages to real or tangible personal property; and (ii) the dollar value of the credits applicable to the Consulting Services from which the claim arises, for damages of any type not identified in (i) above or otherwise excluded from this SOW. VMware's total liability under this SOW shall not exceed the fees paid for the Consulting Services and Deliverables provided by VMware under this SOW. Customer may not bring a claim under this SOW more than twenty-four (24) months after the cause of action arises.

7. Fees and Payment.

a) **Payment.** VMware will provide the Consulting Services as outlined in this SOW for i) a fixed fee or ii) on a time and materials basis as described in this SOW, plus applicable taxes and travel expenses in accordance with VMware's travel and expense policy (unless travel expenses are expressly included in the fixed fee or fees for consultants' time). Invoicing occurs upon Customer acceptance of each milestone or timesheet (as is applicable), or approval of travel expenses, and must be paid by Customer within thirty (30) days of the date of invoice. In the event Customer uses pre-purchased VMware Consulting and Training Credits as means of payment, upon acceptance of Project Milestone Completion Form(s), timesheets, or travel expenses, the VMware Consulting & Training Credits will be deducted from the Customer's balance. It shall be the Customer's responsibility to ensure that its purchase order ("PO") issued to VMware for the Consulting Services reflects the pricing set forth in this SOW. Once a PO from Customer has been fulfilled by VMware, VMware shall have no liability for any pricing in Customer's PO that is inconsistent with the pricing set forth in this SOW. Customer agrees that POs do not have to be signed to be valid and enforceable. Subject to these General Terms & Conditions, all fees are non-refundable.

b) **Taxes.** Fees are exclusive of Taxes, and Customer shall pay or reimburse VMware for all Taxes arising out of this SOW or the transactions contemplated by this SOW. If Customer is required to pay or withhold any Tax in respect of any payments due to VMware hereunder, Customer shall gross up payments actually made such that VMware shall receive sums due hereunder in full and free of any deduction for any such Tax. Customer confirms that VMware can rely on the Customer address set forth in this SOW as being the place of supply for tax purposes.

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- c) **Late Payments.** All amounts not paid when due shall incur a late charge equal to the lesser of one and one-half percent (1.5%) per month, or, the maximum amount allowed by applicable law. VMware may suspend provision of the Consulting Services while any payment is delinquent.
- d) **Currency.** All charges and fees provided for in this SOW shall be in the currency specified in this SOW.
- e) **Canceling/Rescheduling SOW before Commencement.** A minimum of fifteen (15) business days' written notice is required for rescheduling or canceling this SOW prior to the commencement of the Consulting Services. Only incurred expenses (e.g., airfare) will be owed and invoiced if said notice is given. The entire payment and incurred expenses are owed if this SOW is canceled with less than said notice.
- 8. Term and Termination.**
- a) **Term.** Subject to the Parties' respective termination rights hereunder, this SOW will be in full force and effect until (i) Customer's acceptance of the final Deliverable or final timesheet, or (ii) VMware and Customer mutually terminate this SOW in writing.
- b) **Termination.** Either Party may terminate the SOW immediately upon written notice if: (i) the other Party breaches any provision of the SOW and does not cure the breach within thirty (30) days after receiving written notice thereof from the other Party; or (ii) the other Party commits a material breach of the SOW. VMware may terminate the SOW in its entirety effective immediately upon written notice to Customer if Customer: (i) terminates or suspends its business; (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding.
- c) **Survival.** Sections 1 (Definitions), 3 (Intellectual Property), 4 (Confidentiality), 6 (Warranties and Limitation of Liability), 8 (Term and Termination), and 9 (Miscellaneous) will survive termination or expiration of this SOW.
- 9. Miscellaneous.**
- a) **Insurance.** VMware will, at its sole cost and expense for the term of this SOW, carry general and professional liability, automobile, and workers compensation insurance, for claims for personal injury (including death) or damage to tangible or real property, which may arise or result from VMware's performance under this SOW. VMware will provide Customer with its then-current Memorandum of Insurance upon reasonable request.
- b) **Workplace Health and Safety.** Customer must comply with all applicable laws relating to the health, safety and welfare of all VMware employees and contractors while they are on Customer premises in connection with the provision of Consulting Services.
- c) **Non-solicitation.** Each Party agrees any individual who has received Confidential Information of the other Party shall not intentionally solicit for employment the employees or contractors of the other Party who are directly involved in the performance of this SOW hereunder for a period of twelve (12) months following such person's last involvement in the performance of this SOW hereunder. Both Parties acknowledge that (i) any newspaper or other public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either Party's employees or contractors.
- d) **No Assignment.** This SOW and any rights or obligations of Customer under it may not be assigned, subcontracted or otherwise transferred by Customer, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without the prior written consent of VMware. Any attempted assignment or transfer in violation of the foregoing will be null and void. VMware may assign this SOW, without consent, to any successor to all or substantially all its business or assets to which this SOW relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise subject to the foregoing, this SOW will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.
- e) **Independent Contractors.** The Parties are independent contractors. Nothing in this SOW shall be construed to create a partnership, joint venture or agency relationship between the Parties.
- f) **Customer Warranties.** Customer shall make no representations or warranties on behalf of VMware with respect to the Consulting Services and/or Deliverables.
- g) **Governing Law.** This SOW is governed by the laws of the State of California and the United States of America, excluding its conflict of law principles. The Parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Riverside County, California.
- h) **Force Majeure.** Neither Party shall be liable to the other Party for its failure to perform any of its obligations under this SOW (except for breaches of Section 4 or any payment obligations) during any period in which such performance is delayed or rendered impracticable or impossible due to circumstances beyond the nonperforming Party's reasonable control.
- i) **Compliance with Laws; Export Control; Government Regulations.** Each Party shall comply with all laws applicable to the actions contemplated by this SOW. Customer acknowledges that the Consulting Services, Deliverables, and any software provided to Customer hereunder are of United States origin and are provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. Customer represents that (1) Customer is not, and is not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) Customer will not permit the Consulting Services, Deliverables, and software to be used for, any purposes prohibited by law, including any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.
- j) **End User License Agreement.** If the Consulting Services involve VMware software products licensed to Customer under a separate license agreement, unless otherwise provided herein, the terms set out in such separate license agreement will apply with respect to each such VMware software product.
- k) **Acknowledgment.** Unless otherwise stated in this SOW, Customer acknowledges that the Consulting Services set forth in this SOW do not include significant production, modification or customization of VMware licensed software.
- l) **Waiver.** The waiver of a breach of any provision of this SOW shall not constitute a waiver of any other provision or any subsequent breach.
- m) **Publicity.** VMware may reference Customer as a customer of VMware, subject to Customer's trademark and logo usage guidelines provided by Customer. Customer may reference VMware as a vendor of Customer and/or Customer's "architect of record" on the Deliverable, subject to VMware's trademark and logo usage guidelines, which can be obtained by contacting VMware's brand team at brand@vmware.com.
- n) **Counterparts.** Facsimile, scanned or electronic signatures on this SOW shall legally bind the Parties to the same extent as originals. For purposes of this provision, "electronic signature" shall mean the representation of a signature that is applied to the agreement electronically. This SOW may be executed in multiple counterparts all of which taken together shall constitute one single agreement between the Parties.
- o) **Severability.** If any provision in this SOW is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent possible so as to effect the intent of the parties, and the remaining provisions of this SOW will remain in full force and effect.
- p) **Construction.** The headings of sections of this SOW are for convenience and are not to be used in interpreting this SOW. As used in this SOW, the word "including" means "including but not limited to."
- q) **Notices.** Unless otherwise set forth in this SOW, any notice regarding this SOW or required by law must be in writing and delivered to the other Party's legal department at the address listed below via: (a) personal delivery confirmed in writing by the recipient; (b) certified or registered mail; or (c) pre-paid commercial courier. Notices shall be deemed received upon the date of delivery shown by the corresponding confirmation. Either Party may change its address by notice to the other Party. All notices shall be directed to Customer to the address set forth in the SOW, and to VMware as follows: VMware, Inc., 3401 Hillview Ave., Palo Alto CA 94304, Attention: Legal Department.
- r) **Entire Agreement.** This SOW (including the Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether oral or written, between the Parties regarding the subject matter hereof. This SOW may be amended only in writing signed by authorized representatives of both Parties. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Customer may issue to VMware in connection with this SOW will have any effect on, or otherwise modify, the rights, duties or obligations of the Parties under this SOW, regardless of any failure of VMware to object to such terms, provisions or conditions. VMware hereby rejects any such additional or conflicting terms and conditions on any Customer purchase order, acknowledgement or other business form, unless expressly otherwise agreed to by the Parties in writing.

VMware Professional Services
Statement of Work
Appendix A – Project Management Services

PROJECT MANAGEMENT SERVICES		
VMware will designate a program manager as the principal point-of-contact for the Project to provide the project management services below. Customer agrees to designate a Customer project manager to assist the VMware program manager to fulfill the responsibilities as set out below.		
Project Management Scope		
	VMware Responsibility	Customer Responsibility
Project Setup and Initiation		
Conduct kick-off conference call with key stakeholders	✓	
Develop high-level project schedule	✓	
Develop Project Management Plan	✓	
Conduct kick-off meeting with select members of project team	✓	✓
Validate project setup is consistent between multiple VMware projects		✓
Scope Management		
Validate that all work is within scope of contract	✓	
Document changes to scope and execute change control process	✓	✓
Maintain list and status of project deliverables	✓	
Maintain Work Breakdown Structure (WBS)	✓	✓
Schedule Management		
Create and maintain schedule and status of deliverables	✓	
Maintain schedule as need arises	✓	
Assign resources to project schedule	✓	
Manage customer resources in schedule		✓
Communicate impact of scheduling conflict between multiple VMware projects		✓
Financial Management		
Track actual hours and expenses	✓	

	Report project expenditures vs. budget (hours for T&M projects only)	✓	
	Review invoices for accuracy	✓	
	Multi-project consolidated reporting		✓
Quality Management			
	Define and execute formal deliverable review process	✓	
	Establish customer's project readiness	✓	✓
	Document requirements for operational readiness and incorporate into schedule		✓
	Facilitate deliverable review meetings	✓	
Risk and Issue Management			
	Track and manage product risks and issues	✓	
	Track and manage technical project risks and issues	✓	
	Track and manage project risks and issues		✓
Resource Management			
	Identify and assign properly qualified VMware resources	✓	
	Determine and document customer resources required for project	✓	✓
	Integrate customer resources into the project schedule		✓
Communications Management			
	Weekly status report	✓	
	Weekly status meeting	✓	
	Facilitate requirements gathering meetings	✓	
	Facilitate design meetings	✓	
	Facilitate meetings for major project decisions	✓	
	Periodic stakeholder meeting		✓
	Executive briefing		✓
	Multi-project consolidated reporting		✓
Project Closure			
	Obtain customer signoff upon project completion	✓	
	Project closure conference call	✓	
	Formal project closure meeting	✓	
	Facilitate "Lessons Learned" session	✓	

ATTEST:
KECIA HARPER-JHEM, Clerk

Taxable Lease/Purchase Agreement, Dated April 1, 2016

FORM APPROVED COUNTY COUNSEL
BY: Dale A. Gardner 3/10/16
DATE

Accepted by Lessor:
U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor") 13010 SW 68th Parkway, Suite 100 Portland, OR 97223
By: <i>Francine Neville</i>
Name: Francine Neville
Title: Documentation Specialist
Telephone: 303-585-4054

Agreed to by Lessee:
County of Riverside ("Lessee") 3450 14th Street Riverside, CA 92501
By: <i>John J. Benoit</i>
Name: JOHN J. BENOIT
Title: CHAIRMAN, BOARD OF SUPERVISORS
Telephone:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Taxable Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence upon the commencement date of the Property by Lessee and continue for the time period set forth in the Property Schedule subject to extension as provided in the Abatement Section. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO ABATEMENT, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status. At its own expense, Lessee shall maintain rental interruption insurance with respect to the Property in an amount equal to the principal component of Lease Payments due during the forthcoming two years. Lessee may not self-insure with respect to rental interruption insurance. Insurance proceeds from rental interruption insurance shall be paid to Lessor and shall be credited toward payment of the Lease Payments payable under the Lease with respect to which the rental interruption occurred. The insurance policy, notices and loss payee shall otherwise be in accordance with the the provisions above related to casualty insurance.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected

MAR 29 2016 346 2016-4-13133

to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, and use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

ABATEMENT: (a) During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Property, there is substantial interference with the beneficial use and enjoyment by Lessee of such Property, the Rental Payments due under this Agreement shall be abated in the same proportion (including in whole) that the portion of such Property that is unavailable for Lessee's beneficial use and enjoyment bears to all of the Property. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's beneficial use and enjoyment of any Property and the portion of the Property that is unavailable. Abatement of Rental Payments pursuant to this Section shall not be deemed to be an Event of Default. (b) The amount of Rental Payments abated under this Agreement shall be such that the remaining Rental Payment obligation for each rental period represents fair consideration for the beneficial use and enjoyment of the portions of the Property that are not affected by such interference. Such abatement shall commence on the date that Lessee's beneficial use and enjoyment of the affected Property is restricted because of such interference and end on the earlier of (i) the date on which the beneficial use and enjoyment thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Property, (y) uses the proceeds of insurance or condemnation award to pay the applicable Prepayment Price therefore or (z) uses legally available funds to pay the applicable Prepayment Price therefor if no insurance proceeds or condemnation award are available for purposes of the foregoing clause (y); *provided, however*, that the Lease Term of the respective Lease shall automatically be extended for the period of such abatement of the obligation to make Rental Payments and maybe further extended successively for any additional extended lease term as a result of the occurrence of any subsequent abatement event. (c) The terms and conditions during any extended lease term under this Agreement shall be the same as the terms and conditions during the original Lease Term, except that (i) the then unpaid aggregate principal component under this Agreement shall be amortized at the applicable interest rate on a level debt service basis over a period equal to the duration of the then remainder of such original Lease Term and such extended lease term and with Rental Payments payable on each rental payment date provided in the Payment Schedule, including the same dates during such extended leases term; (ii) Lessor shall prepare, and Lessor and Lessee shall execute and deliver, a revised Payment Schedule to reflect the extended lease term. (d) Notwithstanding any such interference with Lessee's beneficial use and enjoyment of a portion of the Property, this Agreement shall continue in full force and effect with respect to any remaining Property hereunder. Lessee hereby waives the benefits of California Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights to terminate this Agreement by virtue of any interference with the use and possession of the Property hereunder. (e) In the event of damage to or destruction of all or a portion of the Property due to earthquake or other uninsured casualty, promptly after the occurrence of such event, the County Executive Officer or his designee may use his/her best efforts to bring forward a recommendation for Board of Supervisors consideration to substitute and add additional Property hereunder other real or personal property of Lessee that is unimpaired and unencumbered, the fair rental value of which shall be at least equal to the Rental Payments due during each fiscal year for the remainder of the Lease Term, provided that any such addition and substitution shall be subject to the approval of the Board of Supervisors of Lessee. (f) Abatement as provided in this section shall not be deemed an event of default.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder provided, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands neither the Lease nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; provided further, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; provided, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due

under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise. Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

ADDENDUM (SOFTWARE) Taxable Lease Purchase Agreement

THIS ADDENDUM, which is entered into as of April 1, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and County of Riverside ("Lessee"), is intended to modify and supplement the Property Schedule (the "Property Schedule"), pursuant to the Taxable Lease Purchase Agreement, dated as of April 1, 2016, between Lessor and Lessee (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

With respect to the Property under the Property Schedule that is identified as software licenses and related services, the following provisions shall be applicable to such software licenses:

1. This Addendum concerns the license to be granted to Lessee by a third-party software licensor ("Licensor") identified on the Property Schedule of certain software (the "Licensed Software") and the provision by Licensor or others of certain services in connection with the Licensed Software, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services ("Services"), all as further described in the software license agreement identified on the Property Schedule ("License Agreement"). Licensed Software fees and related Services fees (if any) in the amounts set forth on the Property Schedule ("Fees") are owed by Lessee to Licensor pursuant to the License Agreement. Lessee and Lessor have agreed that instead of Lessee paying the Fees to Licensor, Lessor will satisfy Lessee's obligation to pay the Fees to Licensor and, in consideration thereof, Lessee agrees to pay to Lessor certain lease payments, which are included in the Lease Payments set forth on the Property Schedule. The Licensed Software and Services are collectively referred to herein as the "Financed Items." The Property Schedule, as amended by the Addendum, is separate from, and independent of, the License Agreement.

2. Lessee grants Lessor a security interest in Lessee's rights (including any rights as licensee) in any Licensed Software included in any Financed Items as security for all Lessee's obligations to Lessor of every kind or nature under the Property Schedule. References to "Property" in the Agreement, Property Schedule and related documents shall not be interpreted to mean that Lessor has or asserts any ownership or other interest in Financed Items, other than the security interest granted in the Agreement and the Addendum. All of Lessee's obligations under the Property Schedule with respect to Property shall extend to Financed Items. Ownership of any Licensed Software financed by Lessor shall remain with the Licensor and Lessee's rights and obligations with respect to such Licensed Software shall be governed by a separate license agreement between the licensor and Lessee, which shall not be affected by the Property Schedule and Agreement. Any Services shall be performed by a third-party service provider unrelated to Lessor, and not by Lessor. IN NO EVENT SHALL LESSOR HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH THIRD-PARTY SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE LESSEE'S OBLIGATIONS UNDER THE PROPERTY SCHEDULE AND AGREEMENT.

4. Upon payment of all amounts due under the Property Schedule in accordance with the Agreement or upon the prepayment of the Property Schedule in accordance with the Agreement and Property Schedule, the security interest granted in this Addendum in the Licensed Software shall terminate and any restrictions on use of the Licensed Software under this Addendum, the Property Schedule or Agreement shall terminate.

5. Lessee acknowledges that Lessor did not select, develop, manufacture, distribute or license the Licensed Software. Lessee has made the selection of such Licensed Software based upon its own skill and judgment. LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO AN EVENT OF DEFAULT BY LESSEE AND THE EXERCISE OF REMEDIES BY LESSOR, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

6. The following shall consist of an Event of Default as defined in the Agreement: (e) failure on the part of Lessee to promptly perform in complete accordance with its representations, warranties and covenants made in the License Agreement; (f) a default by Lessee under the provisions of the License Agreement; or (g) any termination of the License Agreement.

7. The following shall consist of additional remedies under the Agreement: (e) Lessor shall have the right to require Lessee to immediately cease any and all use of the Licensed Software regardless of whether Lessee is in default of its obligations under the License Agreement and Lessee shall, at Lessor's option, either (i) deliver to Lessor certification executed by a duly authorized officer of

Lessee certifying that Lessee has ceased its use of the Licensed Software and Services, or (ii) assemble the Licensed Software and make it available to Lessor at a place designated by Lessor; in the event Lessee is entitled to transfer the right to use the Licensed Software to any third party, Lessee hereby agrees to transfer any such right to use the Licensed Software to any third party selected by Lessor and acknowledges that Lessee shall have no right to fees payable by any third party in connection with such transfer; (f) Lessor shall have reasonable access to property of Lessee with which the Licensed Software was used to assure compliance with item (e), above; (g) Lessor shall have the right to cause the termination of all licenses for the Licensed Software and/or support or other services provided under or in conjunction with the Licensed Software. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LESSEE IRREVOCABLY CONSENTS TO A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST LESSOR OR LICENSOR WITH RESPECT THERETO.

8. To induce Lessor to satisfy Lessee's obligations, Lessee represents and warrants that (i) the Licensed Software has been delivered and accepted by Lessee and any and all Services have been fully and satisfactorily performed by Licensor; (ii) any and all conditions to the effectiveness of the Property Schedule or to Lessee's obligations under the Property Schedule have been satisfied, and that Lessee has no defenses, set offs or counterclaims to any such obligations, and that the Property Schedule is in full force and effect; and (iii) Lessor is relying on these certifications and acknowledgments as a condition to making payment for the Licensed Software and/or Services and that, upon Lessor's remitting or becoming obligated to remit such payment, Lessor will have fully and satisfactorily performed and satisfied all its obligations under the Property Schedule with respect to said Licensed Software and/or Services.

9. To the extent the terms of this Addendum conflict with or are inconsistent with the terms of the Agreement or Property Schedule, the terms of this Addendum shall control as to the Financed Items only.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.	
By:	<i>Francine Neville</i>
Name:	Francine Neville
Title:	Documentation Specialist

Lessee: County of Riverside	
By:	<i>John J. Benoit</i>
Name:	JOHN J. BENOIT
Title:	CHAIRMAN, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 BY: *Dale A. Gardner* 3/16/14
 DALE A. GARDNER DATE

Attest:
By
Name:
Title:

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By: *[Signature]*
 DEPUTY

Property Schedule to Taxable Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Taxable Lease/Purchase Agreement dated as of April 1, 2016 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Taxable Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Commencement Date. The Commencement date of this Property Schedule is April 1, 2016.
3. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
4. Term and Payments. Lease Term and Lease Payments are per Amortization & Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit E. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the Amortization & Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by April 1, 2016.
6. Property Cost. The total principal amount under this Property Schedule for the acquisition cost of the Property is \$6,171,057.00.
7. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.
8. Lessee's Certificate. Lessee has provided the Lessee's Certificate in the form attached as Exhibit D, hereto.
9. Payment Schedule.

Payment No.	Due Date	Lease Payment	Termination Amount (After Making Payment for said Due Date)
1	1-Aug-2016	2,057,019.00	N/A
2	1-Aug-2017	2,057,019.00	N/A
3	1-Aug-2018	2,057,019.00	0.00
TOTALS:		6,171,057.00	

10. Interest Rate. 0.00%

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.	
By:	<i>Francine Neville</i>
Name:	Francine Neville
Title:	Documentation Specialist

Lessee: County of Riverside	
By:	<i>John J. Benoit</i>
Name:	JOHN J. BENOIT
Title:	CHAIRMAN, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 BY: *Dale A. Gardner* 3/16/16 DATE

Attest:
By:
Name:
Title:

ATTEST:
 KECIA HAPPER-IHEM, Clerk
 By: *Kecia Happer-Ihem*
 DEPUTY

EXHIBIT A

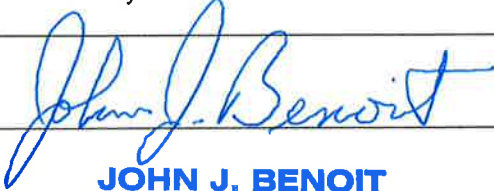
Property Description

Vendor Name: Golden Star Technology, Inc. DBA: GST
Street Address: 1337 Walker Lane
City, State, Zip Code: Corona, CA 92879

Property:

Property as described in Golden Star Technology, Inc.'s Quote No. GSTQ134156, dated February 29, 2016, incorporated herein by this reference and inserted below.

Item	Description	MFR	Part #	Qty
1	VMWARE ELA Finance Option - 3 Year Term Payment in arrears		ELA-Q301950?RIVER SIDECOUNTY1	3

Lessee: County of Riverside
By: 
Name: JOHN J. BENOIT
Title: CHAIRMAN, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY:  3/16/16 DATE

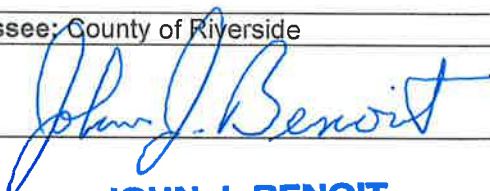
ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

EXHIBIT B
Certificate of Acceptance to Taxable Lease/Purchase Agreement

This **Certificate of Acceptance** is pursuant to Taxable Lease/Purchase Agreement dated as of April 1, 2016 and the related Property Schedule, between Lessor and Lessee. (the "Agreement").

1. Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Lessee: County of Riverside
By: 
Name: JOHN J. BENOIT
Title: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
KECIA HARPER-IHEM, Clerk
By  **DEPUTY**

EXHIBIT C

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

County of Riverside ("Lessee")
3450 14th Street
Riverside, CA 92501

RE: Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside

Ladies and Gentlemen:

We have acted as counsel to County of Riverside ("Lessee"), in connection with the Taxable Lease/Purchase Agreement, and Property Schedule dated as of April 1, 2016, between County of Riverside, as Lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a political subdivision of the State, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Lessee and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and delivered by Lessee and constitutes legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Property Schedule.

Very truly yours,

By: _____

EXHIBIT D

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: Property Schedule to the Taxable Lease/Purchase Agreement dated April 1, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside.

The undersigned, being the duly elected, qualified and acting CHAIRMAN, BOARD OF SUPERVISORS (Title of Person to Execute Lease/Purchase Agreement)

of the County of Riverside ("Lessee") does hereby certify, as of April 1, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Taxable Lease/Purchase Agreement (the "Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of April 1, 2016.

County of Riverside

ATTEST:
KECIA HARPER-IHEM, Clerk
By [Signature] DEPUTY

By [Signature]
Signature of Person to Execute Lease/Purchase Agreement

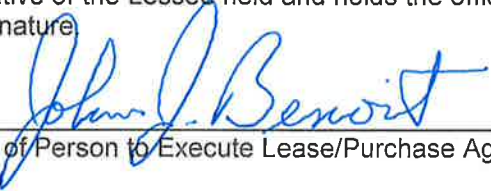
JOHN J. BENOIT CHAIRMAN, BOARD OF SUPERVISORS
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule** to the Taxable Lease/Purchase Agreement dated as of April 1, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the County of Riverside ("Lessee") does hereby certify, as of April 1, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature



(Signature of Person to Execute Lease/Purchase Agreement)

JOHN J. BENOIT
CHAIRMAN, BOARD OF SUPERVISORS

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of April 1, 2016.



Secretary/Clerk

Print Name and Title: Karen Barton, Board Assistant

EXHIBIT E

Payment of Proceeds Instructions

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: Taxable Lease/Purchase Agreement dated April 1, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and County of Riverside ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

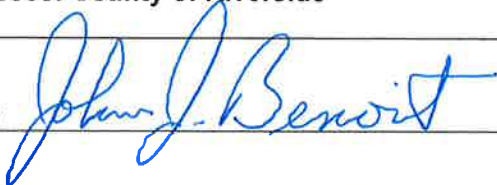
Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

Lessee: County of Riverside	
By:	
Name:	.JOHN J. BENOIT
Title:	CHAIRMAN, BOARD OF SUPERVISORS

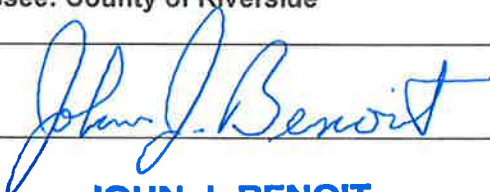
ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

Notification of Tax Treatment to Taxable Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Taxable Lease/Purchase Agreement dated as of April 1, 2016, between Lessor and Lessee (the "Agreement").

- _____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- _____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- X _____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- _____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- _____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: County of Riverside	
By:	
Name:	JOHN J. BENOIT
Title:	CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY