



Quality Learning and Superior Performance for All

PURCHASING DEPARTMENT

136 Almon C. Hill Dr.
Phone: 770-781-6603

Cumming, GA 30040
Fax: 770-888-0222

June 21 2017

Lockstep Technology Group
4550 River Green Pkwy
Duluth, GA 30097
Attn: James Harden

Dear Mr. Harden:

This is to advise you that your company has been awarded a contract from our recent **BID# B17-16, VMWare**. The effective date of this contract is June 21, 2017 and terminates on June 20, 2018.

This award is in accordance with the terms and conditions of the contract and with your attached pricing to remain firm for the entire contract period.

This award letter is not an official order. If you have any questions about this award, please contact Trey Tryan at 770-781-6603 or ttryan@forsyth.k12.ga.us. We appreciate your interest in the Forsyth County School System and your participation in our bidding process.

Sincerely:

Brad Richardson
Purchasing Director

cc: Tim Fleming, Director of Technology Services

170526 VMware RFP BID# B17-16

Quote #004252 v1

Prepared For:

Forsyth County Schools
Tim Fleming
1120 Dahlonega Hwy.
Cumming, GA 30040

P: (770) 887-2461
E: tfleming@forsyth.k12.ga.us

Prepared By:

Lockstep Technology Group
James Harden
4550 River Green Parkway Suite 120
Duluth, GA 30096

P: 917-414-7348
E: jharden@lockstepgroup.com

Date Issued:

05.26.2017

Expires:

07.26.2017

Systems		Price	Qty	Ext. Price
ELA-HOLDER-A	VMware Enterprise License Agreement-Forsyth County BoE- Amendment No. 1	\$398,980.65	1	\$398,980.65
Subtotal:				\$398,980.65

Quote Summary		Amount
Systems		\$398,980.65
Total		\$398,980.65

State & Local sales tax (when applicable) will be applied upon invoice.

The obligations of both Lockstep Technology Group and the services, payment or other matters specified herein are governed by Lockstep Technology Group's Standard Terms and Conditions (<http://www.lockstepgroup.com/terms>).

Acceptance

Print Name / Title

Signature

05/26/2017

Date

Forsyth County Schools**AMENDMENT NO. 1 TO THE ELA**

1. The parties wish to amend the ELA to: (i) add the Offerings listed on Amendment 1 ELA Schedule; and (ii) extend the ELA Period. Therefore, the parties agree to the following:

- a) The Software, and authorized deployment thereof, as set forth in the ELA Schedule in Exhibit A to the ELA is hereby modified to reflect the additional Software and other offerings listed in the schedule attached hereto ("Amendment 1 ELA Schedule").
- b) For the purpose of this Amendment, Customer shall have the right to deploy the Software, solely for use within its own internal business operations located within the United States.
- c) The ELA Period Expiration Date, as defined in the ELA is hereby extended for a period of three (3) years following the Amendment Effective Date. Therefore, commencing on the Amendment Effective Date, all references to the "ELA Period" shall include such extension and, subject to the terms of the ELA, Customer shall have a license to deploy the Software, as set forth in the Amendment 1 ELA Schedule, until expiration of the ELA Period. Notwithstanding anything to the contrary herein, Customer's rights under the ELA to deploy the Software originally set forth in the ELA Schedule in Exhibit A to the ELA shall continue to expire on June 29, 2017. For the avoidance of doubt, upon expiration of the ELA Period, Customer may continue to use the Software that it has deployed as of such date, except as otherwise expressly set forth herein, subject to the terms of the ELA, but may not deploy additional copies of the Software.
- d) The Pre-ELA Installed Software table in Section I.B(2) of the ELA Schedule in Exhibit A to the ELA is hereby deleted and replaced with the Pre-ELA Installed Software table in Section I.B(2) of Amendment 1 ELA Schedule, which includes software that may be or has been deployed by Customer during the original ELA Period (June 30, 2016 through June 29, 2017):

Note: To the extent that the Pre-ELA Installed Software table on Amendment 1 to ELA Schedule includes Software that may be deployed by Customer during the original ELA Period, the quantity of licenses for such Software represents the license quantity that Customer may deploy during the original ELA Period, but not the actual number deployed as of the Amendment Effective Date. Customer must report the actual number of licenses deployed at the end of the ELA Period, in accordance with the terms of the ELA.

- e) **Hybrid Purchasing Program.** Customer is purchasing Hybrid Purchasing Program ("HPP") Credits represented as the fund balance ("HPP Fund Balance") listed on the Amendment 1 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 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 Amendment and may only be used in the United States. The allocation of the HPP Fund Balance to Eligible HPP Products and Eligible HPP Services is as set forth on the Amendment ELA Schedule. Customer shall not change the initial allocation percentages. 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 Software is subject to the terms and conditions accompanying the Redeemed Software, a copy of which can be found at www.vmware.com/download/eula. Customer's use of the Support Services is subject to the support services terms at <http://www.vmware.com/support/policies>.
- f) Notwithstanding anything to the contrary in the ELA, on or before July 29, 2017, and again within thirty (30) days following expiration of the ELA Period (as re-defined herein), Customer shall report to VMware the total number of Software licenses deployed by Customer as of the expiration date of the ELA Period. Further, Customer shall provide to VMware such other information reasonably requested by VMware to ensure Customer's compliance with the terms of the ELA. Such report shall be provided via e-mail to LicenseAdvisory@vmware.com, or as otherwise specified by VMware in writing. Customer will maintain accurate records as to its use of the Software, as authorized hereunder, sufficient to provide evidence of compliance with the terms of the ELA.

EXHIBIT A
AMENDMENT 1 ELA SCHEDULE

I. OFFERINGS**A. ON-PREMISE SOFTWARE (Perpetual Licenses)**

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

DESCRIPTION OF SOFTWARE	MAXIMUM AUTHORIZED DEPLOYMENT DURING THE ELA PERIOD
VMware vSAN Standard for 1 processor	16 License(s)
VMware vCenter Server Standard for vSphere (Per Instance)	1 License(s)
Upgrade: VMware vSphere Enterprise Plus to vSphere with Operations Management Enterprise Plus for 1 Processor	24 License(s)
Upgrade: VMware vSphere Enterprise to vSphere with Operations Management Enterprise Plus for 1 Processor	36 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
146,000.00 USD	100.00 % Eligible HPP Products 0.00 % Eligible HPP Services

Customer may redeem the HPP Fund Balance only for those Eligible HPP Products listed on the attached Eligible Products Exhibit.

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 the ELA. If the Pre-ELA Installed Software includes any licenses granted to Customer's affiliated entities, the purchase of Support Services for such Pre-ELA Installed Software under the ELA does not automatically transfer such software licenses to Customer.

SKU	Description of Pre-ELA Installed Software	Total	Notes
HZ7-ENC-100	VMware Horizon Enterprise : 100 Pack (CCU)	4	-
VS6-EPL	VMware vSphere Enterprise Plus for 1 processor	24	-
VCS6-STD	VMware vCenter Server Standard for vSphere (Per Instance)	2	-
ST6-VSAN	VMware vSAN Standard for 1 processor	40	-