

ATTACHMENT 1

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 or you identified below (“Customer” or “You”) and is made and entered into as of the Effective Date.

Customer Name: City of Riverside	Customer Address: 3900 Main St, Information Systems Basemnt, Riverside, CA 92522, UNITED STATES
Entitlement Account (EA)#: 112886115	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: 5 years following the Effective Date

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 End User License Agreement accompanying or embedded in the Software, a copy of which can be found at <http://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>.
 - a) **Deployment Rights.** Customer may deploy the Software listed in ELA Schedule. 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. For subscription Software, Customer may only use the Subscription Software for the ELA period, unless 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.
2. **Training and Consulting Credits.** Customer’s use of the training and consulting credits is subject to the terms posted at <http://www.vmware.com/files/pdf/services/consserv-pso-credits-datasheet.pdf>.
3. **Technical Account Management Services.** Customer’s use of the technical and consulting services is subject to the TAM terms posted at <http://www.vmware.com/consulting/technical-account-manager>.

Approved as to form



Senior Deputy City Attorney

4. 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 City of Riverside except as otherwise specifically set forth herein.

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

6. 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.

7. 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.

8. 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, 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.

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
VMware vRealize Network Insight Advanced (per CPU)	38 Licenses
Add on to VMware vSphere 7 to complete VMware Cloud Foundation 4 Standard Stack (Per CPU)	38 Licenses
Upgrade: VMware vSAN 7 Advanced for 1 processor to vSAN 7 Enterprise for 1 processor	38 Licenses

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

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

B.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.

B.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 affiliated entities, 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
VCS7-STD	VMware vCenter Server Standard for vSphere (Per Instance)	1	-
VS7-EPL	VMware vSphere Enterprise Plus for 1 processor	38	-

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

C.1 Technical Account Manager.

TECHNICAL ACCOUNT MANAGER	QUANTITY	USAGE PERIOD
Tier 1 - Technical Account Manager	1	1 year from the Effective Date

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

DESCRIPTION	QUANTITY
VMware SLED Consulting & Learning Credits - Prepaid Services PSO Credit 1201+	4,457

