

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-132 A-3

SAP Number

Innovation and Technology Department

Department Contract Representative	Jennifer Mancebo
Telephone Number	909-388-5579
Contractor	VMware
Contractor Representative	Chris Smith
Telephone Number	310-625-3059
Contract Term	March 24, 2020, through March 30, 2023
Original Contract Amount	Non-financial
Amendment Amount	N/A
Total Contract Amount	Non-financial
Cost Center	1200604048

Briefly describe the general nature of the contract: Non-financial Amendment No. 3 to Enterprise License Agreement No. 20-132 with VMware changing the expiration date from March 23, 2023 to March 30, 2023, adding on-premise software subscription and support services, commencing on October 5, 2021, and hosted service, commencing on November 2, 2021, with each continuing through the remainder of the term ending on March 30, 2023, and permitting other County departments to make future purchases of qualified VMware software and services under the terms and conditions of Enterprise License Agreement No. 20-132.

FOR COUNTY USE ONLY

Approved as to Legal Form

►  , County Counsel

Date 9/27/2021

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____

Attachment 1Amendment No. 3 to the ELA

Whereas, VMware, Inc ("VMware") and San Bernardino County ("Customer") entered into an Enterprise License Agreement, Contract No. 20-132 dated March 24, 2020 for certain software subscription and support services as more specifically set forth in the ELA ("Original ELA") along with a Statement of Work, VMware Agreement No. 00466307 dated May 20, 2020 for consulting services to be provided pursuant to the terms of the Original ELA (which is referenced by the County as Amendment No. 1 but does not amend the Original ELA) and a Change Request ("CR") Form, VMware Agreement No. 00531467 dated March 18, 2021 to cancel in its entirety the consulting services set forth in the Statement of Work dated May 20, 2020 (which is referenced by the County as Amendment No. 2 but does not amend the Original ELA).

Whereas, VMware and the Customer now desire to amend the Original ELA as set forth in this Amendment No. 3 (unless individually referred to, the Original ELA and this Amendment No. 3 shall hereinafter collectively be referred to as the "ELA");

1. The parties wish to amend the Original ELA to add the additional Offerings listed on Exhibit A-1, Amendment No. 3 ELA Schedule, attached hereto and incorporated herein by reference. Therefore, the parties agree to the following:
 - (a) The Software, and authorized deployment thereof, as set forth in the Exhibit A, ELA Schedule to the Original ELA is hereby modified to reflect the additional Offerings listed in the Exhibit A-1. Amendment No. 3 ELA Schedule, attached hereto and incorporated herein by reference ("Amendment No. 3 ELA Schedule").
 - (b) Customer's use of the additional Software listed on Exhibit A-1, Amendment No. 3 ELA Schedule is subject to the terms and conditions of the VMware End User License Agreement attached as Exhibit B to the Original ELA (the "EULA").
 - (c) For the purpose of this Amendment No. 3, Customer shall have the right to deploy the additional Software, solely for use within its own internal business operations located within the United States.
2. The term "**Customer**" as used in the ELA shall mean San Bernardino County, which, notwithstanding anything to the contrary in Paragraph 9 of the Original ELA, is not limited to its Information Services Department (now known as the Innovation and Technology Department or ITD) but also includes all Customer departments that make purchases meeting ELA eligibility criteria set by VMware.
3. For avoidance of doubt, the foregoing paragraph 2 of this Amendment No. 3 shall mean that, if the Customer purchases any further Software and Offerings during the period from the Amendment No. 3 Effective Date, which is the last indicated date of execution, through the ELA Period Expiration Date (which is currently scheduled to expire on March 30, 2023), the terms and conditions of the ELA shall: (i) continue to apply to purchases for ITD; and (ii) apply to purchases for other Customer departments if such purchases meet ELA eligibility criteria set by VMware.
4. Unless otherwise modified herein, all other terms and conditions of the Original ELA shall remain the same. In the event of any conflict between the terms and conditions of the Original ELA and this Amendment No. 3, the terms and conditions of this Amendment No. 3 shall control.
5. This Amendment No. 3 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment No. 3. The parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 3 (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment No. 3 upon request.

SAN BERNARDINO COUNTY

Signature:

Name: Curt Hagman

Title: Chairman, Board of Supervisors

Date: OCT 05 2021

VMWARE, INC.

Signature:

Name: Katrina Tuel

Title: Director of Contracts

Date: September 24, 2021

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By



EXHIBIT A -1

AMENDMENT 3 ELA SCHEDULE**I. ADDITIONAL OFFERINGS****A. ON-PREMISE SOFTWARE (Subscription Licenses)**

Customer is purchasing the following additional VMware software ("Additional Software") as it exists as of the Amendment No. 3 Effective Date, on a subscription basis. The subscription period commences on the Amendment No. 3 Effective Date and expires on the ELA Period Expiration Date, which is currently scheduled to expire on March 23, 2023, unless otherwise specified in the Subscription Duration column.

DESCRIPTION OF SOFTWARE	NUMBER OF SUBSCRIPTIONS	SUBSCRIPTION DURATION
VMware NSX Advanced Load Balancer per Service Core	26 Licenses	From the Amendment No. 3 Effective Date to March 30, 2023

B. HOSTED SERVICE ("Hosted Service")

Customer is purchasing the following VMware Hosted Service. The subscription period is the duration of the ELA Period, unless specified otherwise below.

Additional charges may apply, including but not limited to add-on charges and charges based on actual usage, as described in the Terms of Service. Customer will pay VMware directly for these additional charges, unless VMware agrees to accept such payments from the party that sells this ELA to the Customer.

DESCRIPTION OF HOSTED SERVICE	NUMBER OF SUBSCRIPTIONS	SERVICE DURATION
VMware Workspace ONE Advanced (Includes AirWatch) 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	2,090 Licenses	From November 2, 2021 to March 30, 2023

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

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

C.1 On-Premise Software (subscription licenses): During the remainder of the ELA Period, VMware shall provide Customer with Production Level Support Services for the subscription of additional Software.

C.2 Hosted Service: For Hosted Service, Customer shall receive support set forth at <http://www.vmware.com/support/policies>.

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

D.1 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 601-1200	1,000