

QUOTE:

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TO:

Pomona College Asya Shklyar 156 East Seventh Street Claremont, CA 91711

asya.shklyar@pomona.edu (p) (909) 621-8000

BILL TO:

Pomona College

156 East Seventh Street Claremont, CA 91711 FROM:

Presidio Networked Solutions Group, LLC

Jeremy Curran 4590 MacArthur Blvd.

Ste. 175 Newport Beach, CA 92660

jcurran@presidio.com (p) 949.467.9907

SHIP TO:

Pomona College

156 East Seventh Street Claremont, CA 91711

Customer#: POMON001

Account Manager: Jeremy Curran
Inside Sales Rep: Joe Dempsey

Title: Cisco UCS HPC - HX M4 option

#	Part #	Description	List Price	Unit Price	Qty	Ext List Price	Ext Price
HX2	2X0C-M4S						
1	HX2X0C-M4S	Cisco Hyperconverged System	\$0.00	\$0.00	1	\$0.00	\$0.00
2	HX-FI-6248UP	UCS 6248UP 1RU Fabric Int/No PSU/32 UP/ 12p LIC	\$32,000.00	\$12,480.00	2	\$64,000.00	\$24,960.00
3	UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit	\$0.00	\$0.00	2	\$0.00	\$0.00
4	N10-MGT015-HX	UCS Manager v3.2(1) for HyperFlex	\$0.00	\$0.00	2	\$0.00	\$0.00
5	UCS-BLKE-6200	UCS 6200 Series Expansion Module Blank	\$0.00	\$0.00	2	\$0.00	\$0.00
6	UCS-FI-DL2	UCS 6248 Layer 2 Daughter Card	\$0.00	\$0.00	2	\$0.00	\$0.00
7	UCS-FAN-6248UP	UCS 6248UP Fan Module	\$0.00	\$0.00	4	\$0.00	\$0.00
8	UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC	\$1,400.00	\$546.00	4	\$5,600.00	\$2,184.00
9	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00	4	\$0.00	\$0.00
10	CON-SNT-HX6248UP	SNTC 8X5XNBD, UCS 6248UP 1RU Fabric Int No PSU 32 UP 12p LIC	\$724.00	\$506.80	2 for 12 mo(s)	\$1,448.00	\$1,013.60
11	HX220C-M4S	Cisco HX220c M4 Hyperflex System	\$3,365.00	\$1,312.35	3	\$10,095.00	\$3,937.05
12	HX-CPU-E52699E	2.20 GHz E5-2699 v4/145W 22C/55MB Cache/DDR4 2400MHz	\$13,686.00	\$5,337.54	6	\$82,116.00	\$32,025.24
13	HX-MR-1X161RV-A	16GB DDR4-2400-MHz RDIMM/PC4- 19200/single rank/x4/1.2v	\$1,099.00	\$428.61	24	\$26,376.00	\$10,286.64
14	HX-HD18TB10KS4K	1.8 TB 12G SAS 10K RPM SFF HDD (4K)	\$1,827.00	\$712.53	18	\$32,886.00	\$12,825.54
15	HX-SD800GSAS3-EP	800GB 2.5 inch Enterprise performance 12G SAS SSD(3X DWPD)	\$4,614.00	\$1,799.46	3	\$13,842.00	\$5,398.38
16	HX-SD240GBKS4-EV	240GB 2.5 inch Enterprise Value 6G SATA SSD	\$734.00	\$286.26	3	\$2,202.00	\$858.78
17	HX-MLOM-CSC-02	Cisco UCS VIC1227 VIC MLOM - Dual Port 10Gb SFP+	\$1,499.00	\$584.61	3	\$4,497.00	\$1,753.83
18	HX-SD-64G-S	64GB SD Card for UCS Servers	\$364.00	\$141.96	6	\$2,184.00	\$851.76



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19	UCSC-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	\$699.00	\$272.61	6	\$4,194.00	\$1,635.66
20	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00	6	\$0.00	\$0.00
21	UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	\$220.00	\$85.80	3	\$660.00	\$257.40
22	UCSC-CMAF-M4	Reversible CMA for C220 & C240 M4 & M5 rack servers	\$85.00	\$33.15	3	\$255.00	\$99.45
23	HX220C-BZL-M4	HX220C M4 Security Bezel	\$0.00	\$0.00	3	\$0.00	\$0.00
24	UCS-M4-V4-LBL	Cisco M4 - v4 CPU asset tab ID label (Auto- Expand)	\$0.00	\$0.00	3	\$0.00	\$0.00
25	UCSC-HS-C220M4	Heat sink for UCS C220 M4 rack servers	\$0.00	\$0.00	6	\$0.00	\$0.00
26	HX-SAS12GHBA	Cisco 12Gbps Modular (non-RAID) SAS HBA	\$656.00	\$255.84	3	\$1,968.00	\$767.52
27	HX-VSP-FND-D	Factory Installed - vSphere SW (End user to provide License)	\$0.00	\$0.00	3	\$0.00	\$0.00
28	HX-VSP-FND-DL	Factory Installed - VMware vSphere6 Fnd SW Download	\$0.00	\$0.00	3	\$0.00	\$0.00
29	CON-SNT-HX220M4S	SNTC-8X5XNBD Cisco HX220c M4 Hyperflex System Plus 1 Yr Sub	\$886.00	\$620.20	3 for 12 mo(s)	\$2,658.00	\$1,860.60
30	HXDP-S001-1YR=	Cisco HyperFlex HX Data Platform SW 1 Yr Subscription v2.0	\$0.00	\$0.00	3	\$0.00	\$0.00
31	HXDPS001-1YR	Cisco HyperFlex HX Data Platform SW Subscription 1 Yr	\$9,375.00	\$3,656.25	3	\$28,125.00	\$10,968.75
						Total:	\$111,684.20

*** Any Tax & Freight Charges will be added/amended at time of billing, as applicable. Sales tax and shipping are estimated and subject to change.

Total List Price:	\$283,106.00
Sub Total:	\$111,684.20
Estimated Tax:	\$6,923.72
Grand Total:	\$118,607.92



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Quote valid for 30 days unless otherwise noted

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these

Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment.

Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.

CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the

right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement.

Client understands and agrees to its obligation, that applicable sales tax will apply to the quoted services on a by site location basis.

Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendars day period. Presidio shall address the issue before subsequent work is undertaken.

- Shipment of Product. All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery
- 3. Limitations of Warranties. Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
- 4. Intellectual Property. CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
- Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or 5. Confidential information. The parties agree that Confidential information disclosed by the disclosing party to the receiving party of the receiving party of the receiving party of the receiving party of information of schools are partied in disclosed by the disclosing party to the receiving party of the receiving party of information of the ministration documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information on the nown to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
- 6. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

 7. Non-Solicitation Provision. During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.
- Export Law Compliance. CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
- Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes
- beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.

 10. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.

 11. Miscellaneous. This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings
- relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 12. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected

Customer hereby authorizes and agrees to make timely payment for prorendered, including payments for partial shipments	oducts delivered and services			
Customer Signature	Date			