



616-264-6700
orders@peopledriven.com

6300 Venture Hills Blvd SW
Byron Center, MI 49315

2026 VMware Renewal

Prepared by:

West Michigan

Jeremy Friedman
248-277-9236
friedmanj@peopledriven.com
Cris Toering
toeringc@peopledriven.com

Prepared for:

City of Novi

Rob Petty
rpetty@cityofnovi.org

Quote Information:

Quote #: 028230

Version: 1
Delivery Date: 04/07/2026
Expiration Date: 04/30/2026

Renewal Year 1

Line	Qty	Part Number	Description	Price	Extended Price
Coverage Dates: 4/26/2026 - 4/25/2027					
1	264	VCF-CLD-FND-A	VMWARE CLOUD FOUNDATION	\$393.23	\$103,812.72
*Quote billed annually.					

Subtotal: \$103,812.72

Renewal Year 2

Line	Qty	Part Number	Description	Price	Extended Price
Coverage Dates: 4/26/2027 - 4/25/2028					
2	264	VCF-CLD-FND-A	VMWARE CLOUD FOUNDATION	\$393.23	\$103,812.72
*Quote billed annually.					

Subtotal: \$103,812.72

Renewal Year 3

Line	Qty	Part Number	Description	Price	Extended Price
Coverage Dates: 4/26/2028 - 4/25/2029					
3	264	VCF-CLD-FND-A	VMWARE CLOUD FOUNDATION	\$393.23	\$103,812.72
*Quote billed annually.					

Subtotal: \$103,812.72



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2026 VMware Renewal

Ship To:

City of Novi

45175 Ten Mile Road
Novi, MI 48375
Rob Petty
(248) 735-5605 Ext. 0000
rpetty@cityofnovi.org

Bill To:

City of Novi

45175 Ten Mile Road
Novi, MI 48375
Rob Petty
(248) 735-5605 Ext. 0000
rpetty@cityofnovi.org

Quote Information:

Quote #: 028230

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Quote Summary

Description	Amount
Renewal Year 1	\$103,812.72
Renewal Year 2	\$103,812.72
Renewal Year 3	\$103,812.72
Total: \$311,438.16	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

People Driven Technology

City of Novi

Signature: _____
Name: Jeremy Friedman
Title: Account Executive
Date: 04/07/2026

Signature: _____
Name: _____
Date: _____



Solution Comments

MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS: Partner shall, either itself or cause its resellers to flow down the following additional terms to the end user (the "Additional Terms"). CA, Inc. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in the United States. CA Programas de Computador, Part e Serv Ltda. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in Brazil. VMware International Unlimited Company is the successor in interest for all Symantec or CA product families which are available from the Broadcom selling entity quoting such offerings anywhere else in the world. Broadcom Government Solutions LLC is the successor in interest for all Symantec or VMware branded enterprise offerings, requiring US Government cleared resources, which are available from the Broadcom selling entity quoting such offerings in the United States.

ASSIGNMENT Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

MIGRATION End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order or generation of a PO for this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order or generation of a PO for this Order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

SOFTWARE SUPPORT AVAILABILITY End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

NON MAINFRAME REPORTING Except as may be prohibited by law, for Software from the VMware Cloud Foundation business unit ("VCF Software") which is version 9 or higher, End User is required, when explicitly noted in the applicable SPD, to provide Broadcom with a regularly-scheduled verified report detailing End User's installed base and license compliance for such VCF Software using the format and process specified by Broadcom from time to time ("Compliance Report"). In order to fulfill such reporting requirements, End User must ensure that the Compliance Report files generated by the applicable VCF Software are either transmitted by the software or uploaded by End User on the schedule required in the SPD and in accordance with the product Documentation. The VCF Software Documentation and SPD set forth any impacts to the product functionality or other consequences of End User's failure to transmit or upload a timely, unaltered Compliance Report. End User assumes any and all risks associated with the loss of any and all functionality and access to updates, upgrades and patches when caused by End User's failure to provide timely, unaltered Compliance Reports.



Solution Comments

PERSONAL DATA End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: <https://www.broadcom.com/company/legal/privacy>. Where Broadcom is a data processor for End User under the applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

Any notice required or permitted by the End User Terms shall be given in writing and will refer to the End User Terms. Legal notices to Broadcom will be sent to legal-notice.pdl@broadcom.com and all other notices will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email or posting to a Broadcom customer portal) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Governing Contract, or other address if updated by notice or for Broadcom, as posted to <https://www.broadcom.com/licensing>. Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

1. AGREEMENT: PEOPLE DRIVEN TECHNOLOGY, INC. ("PEOPLE DRIVEN") DOES NOT ACCEPT AND EXPRESSLY OBJECTS TO ANY TERMS AND CONDITIONS OR OTHER WRITING ON ANY PURCHASE ORDER, STATEMENT OF WORK, OR ACKNOWLEDGEMENT WHICH IS DIFFERENT FROM OR ADDITIONAL TO THOSE TERMS AND CONDITIONS CONTAINED HEREIN, EXPRESSLY INCLUDING, WITHOUT LIMITATION, ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS SET FORTH HEREIN. NO MODIFICATION OR WAIVER OF THESE TERMS WILL BE EFFECTIVE AGAINST PEOPLE DRIVEN UNLESS SPECIFIED IN WRITING AND SIGNED BY PEOPLE DRIVEN. THE RECEIPT OF THE QUOTE OR PAYMENT FOR THE PRODUCTS AND/OR SERVICES PROVIDED THEREUNDER SHALL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THE TERMS HEREOF.
2. PRICING: Prices for any Products and/or Services are valid for 30 days therefrom unless otherwise stated. Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc.'s net income), (ii) shipping or packing charges, (iii) insurance, and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products and/or Services. The parties agree that all charges included in the price of the Products and/or Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges. All prices quoted shall be exclusive of sales tax or other applicable taxes, tariffs, duties or charges which are payable by Customer. Any tax, tariff, duty or charge which People Driven may be required to pay or collect, now or hereafter imposed by any governmental authority or agency, foreign or domestic, with respect to the sale, purchase, production, processing, storage, delivery, transportation, use, or consumption of any of the Products and/or Services covered hereby, including all taxes upon or measured by receipts from sales or services, shall be for the account of Customer, and any such charges may be added by People Driven as a separate item to People Driven's invoices.
3. PAYMENT: Unless otherwise specified in the Price Quote, payment for Products and/or Services is due net 30 days from the date of invoice. All invoice totals will reflect a 3% discount for payment by readily available cash that would not be applied for credit card payments. Credit card payments are not accepted for payments over \$5,000.
4. DELIVERY: Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven.
5. SHORTAGE: CLAIMS AND INSPECTION: Customer shall have the right to inspect the Products and/or Services within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven within such 48-hour period or shall be waived.
6. RETURNS: Customer acknowledges that People Driven shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven.
7. TITLE AND RISK OF LOSS: Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven reserves, and Customer hereby grants to People Driven, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.



P ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

8. WARRANTIES AND REMEDIES:

Product Warranty: People Driven does not warrant any Product. All Products are provided to Customer by People Driven "AS IS." People Driven will, to the extent allowable, pass through any warranties and indemnifications provided by the manufacturer of the Product. Customer, recognizing that People Driven is not the manufacturer of any Product, expressly waives any claim that Customer may have against People Driven based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waives any right to indemnification from People Driven against any such Claim made against Customer by another. Customer acknowledges that no employee of People Driven or any other party is authorized to make any representation or warranty on behalf of People Driven that is not expressly set forth in this Agreement.

Service Warranty: People Driven represents, warrants and covenants that (i) People Driven shall perform all Services, if any, in accordance with the material specifications set forth in the quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable quote for ninety (90) days from the completion thereof. Notwithstanding anything contained herein to the contrary, to the extent a manufacturer requires Products to be installed by People Driven or such manufacturer in order for a warranty to be valid, neither People Driven nor the product manufacturer shall provide a warranty for any Products which are not installed, as applicable, by People Driven or the product manufacturer. EXCEPT AS SET FORTH HEREIN, PEOPLE DRIVEN MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY SPECIFICALLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

9. EXPORT RESTRICTIONS: Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven by its suppliers, and People Driven does not warrant its accuracy and will not be liable for any error with regard to same.

10. ORDER CANCELLATION: Product cancellation and/or return is subject to manufacturer restrictions. People Driven will abide by its suppliers' current restrictions for all cancellation and return requests up to and including a No Cancellation or Return policy. Given the market volatility around supply, cost, and pricing of critical components, PDT has the right to cancel orders up to 45 days before shipment. This is consistent with the cancellation rights that OEM's provides to their partners.

11. PRICE ADJUSTMENTS: PDT reserves the right to adjust pricing on orders in the event of increases in component costs, manufacturing costs, tariffs, exchange rate fluctuations, or other external factors beyond the OEM's control that may occur between the order date and the shipment date.

12. BILL and HOLD ARRANGEMENT: From time to time, People Driven, at the request of Customer (email communication being sufficient), maybe asked to hold certain Products, with the acceptance that Customer shall be immediately billed for the Products ("Bill and Hold Products"). The following provisions shall apply to the Bill and Hold Products:

i. **Delivery.** The shipment of the Bill and Hold Products to Customer shall take place Ex Works (Incoterms 2020®) People Driven's facility. The Bill and Hold Products shall be deemed delivered upon notice that the Bill and Hold Products are made available to Customer and ready to be placed in use ("Delivery"). Upon notice and Delivery, Customer shall be deemed to have accepted such Delivery. Bill and Hold Products shall be held at People Driven's facility (the "Facility") for no more than 180 days following Delivery (the "Bill and Hold Period"). In the event that for any reason any applicable Bill and Hold Products should remain at the Facility at the conclusion of the Bill and Hold Period, Customer acknowledges and agrees that People Driven shall be entitled to invoice Customer for reasonable storage charges for the applicable Bill and Hold Products until they are no longer held at the Facility, and Customer agrees to pay all such invoices promptly.

ii. **Shortage, Claims, and Inspection.** The Bill and Hold Products shall be considered received upon their arrival at Customer's "ship to" location ("Receipt"). Customer shall have the right to inspect the Bill and Hold Products within 48 hours of receipt. Any claims for shortages or other claims in connection with the Bill and Hold Products must be made in writing and delivered to People Driven within such 48-hour period, or such claims shall be deemed waived.

iii. **Title and Risk of Loss.** Title and risk of loss of the Bill and Hold Products, as well as any additional liabilities due to events occurring after the time of Delivery, shall pass to the Customer upon Delivery, and any loss or damage thereafter shall be Customer's sole obligation.

iv. **Customer agrees that:** (i) Customer has made a fixed commitment to purchase such Bill and Hold Products; (ii) the Bill and Hold Products shall be purchased on the Delivery basis for legitimate business purposes; (iii) Customer shall identify a fixed delivery date for the Bill and Hold Products; and (iv) Customer agrees to be invoiced and to pay such invoice in accordance with the payment terms set forth in this Agreement.