



October 2019

# Mellanox Time and Material Project Service Terms

Delivery of the Customer's request for Time and Materials consulting services will be according to the following terms and conditions:

## 1 DEFINITIONS

**Customer:** means the business or legal entity that showed interest and purchased professional services from Mellanox

**Delivery Date:** means the date Mellanox delivers the Services on-site or remotely.

**Daily Rate:** means the US dollar amount Mellanox will charge per day (9 working hours) for a Consultant to undertake the Professional Services.

**Professional Services:** means the services Mellanox provides to the customer.

**Site/s** means the location/s where the Services are to be delivered as agreed (in writing) with Mellanox.

**Standard Business Days:** Monday-Friday, 9:00 AM-6:00 PM, local customer time, excluding Bank Holidays.

**Non-Standard Business Hours, Days, Weekends and Holidays:** Monday-Friday, 6:00 PM until 9:00 AM the following day, Saturday and Sunday, Bank Holidays.

## 2 SCOPE OF WORK

This agreement is based on Customer purchasing Mellanox's expert time for direct labor hours/days to be charged at mutually agreed to fixed rates specified below, rates include all general and administrative expenses. No Scope of Work is committed to this project.

- 2.1 Mellanox will make best efforts to complete the expected tasks. Nevertheless, the task list will not serve as a commitment to be completed.
- 2.2 Mellanox shall maintain a summary, listing time for each task referenced to the applicable service expert with employee name, date, and the number of hours/ days worked. Straight time and overtime hours shall be segregated for each day that was worked.
- 2.3 At any stage, if needed, Mellanox will advise if additional time is required to complete the expected task list. The customer has the right to decide not to employ Mellanox for any additional time.
- 2.4 In the event of an extension, Mellanox shall obtain the prior written approval of Customer for any work to be performed which would require an additional payment.

## 3 AVAILABILITY

- 3.1 Mellanox will assign a dedicated project manager that will serve as the project's focal point
- 3.2 The project manager will be available via email and phone
- 3.3 Any resource must be coordinated and agreed in writing with Mellanox prior to the delivery
  - (a) Mellanox requires a 4-week advanced notification prior to the required date for business-day resources
  - (b) Mellanox requires a 6-week advanced notification prior to the required date non-business-day resources
- 3.4 Any exception must be agreed in writing with Mellanox in advanced.

#### **4 CALCULATION OF PROFESSIONAL SERVICES FEES**

##### 4.1 Minimum order quantity and minimum charges:

- (a) Development hours: MOQ-100 hours, minimum charge unit - 1 hour.
- (b) On-site days: MOQ-2 days, minimum charge unit - 2 days (applies to the Americas and Europe only). For the rest of the world - 4 days.
- (c) Remote days: MOQ-2, minimum charge unit - 1 day.

##### 4.2 Charges:

- (a) Standard Business Days - as appears in the Mellanox Price Book.
- (b) Non-Standard Business days - 200% of the pricing as appears in the Mellanox Price book.
- (c) A Non-Standard Business Day requirement must be explicitly mentioned in the order. Unless mentioned differently, all orders refer to Standard Business Days.

#### **5 CANCELLATION**

- 5.1 All work will be scheduled as close as possible to the Customer's requested dates for performance by a suitably qualified Consultant. Customer will be notified by email/phone call of the dates the work can be carried out.
- 5.2 In the case of Customer cancels or changes the scheduled Time and Materials work less than five (5) working days before the delivery agreed on date, a 100% charge will incur.

#### **6 PERSONNEL**

- 6.1 Customer will appoint a primary contact person who will assist with project planning, coordinate the customer's resources, and serve as Mellanox's primary point of contact. Customer must also appoint and notify Mellanox about an alternative if the primary contact person is unavailable.

#### **7 TERMS**

- 7.1 Mellanox shall not be held liable for delay or failure to comply with the projected availability dates regardless of cause.

#### **8 ESCALATION**

- 8.1 Business: Ori Lapid, Senior Director, Global Services, [oril@mellanox.com](mailto:oril@mellanox.com)
- 8.2 Delivery: Yair Goldel, Senior Director, Professional Services Delivery, [yairg@mellanox.com](mailto:yairg@mellanox.com)