

Statement of Work - Professional Services - Time Based (T&M)

This document forms the “Statement of Work” (SOW) for the Arista Professional Services “Time Based (T&M)” service. It provides clear transparency of the scope of the service, the method of engagement and the assumptions, conditions & exclusions.

Whilst Arista PS recommends customer engagements be of a deliverables-based, mutually agreed “Statement of Work” (SoW) format, there are occasions where the Customer/Partner requirements are better served with a simple time based engagement, providing access to the relevant Arista PS resource skills, without any engagement deliverables or outcomes.

Time based T&M engagements are typically best used when:

- The Customer/Partner requirement is not yet clear or can't be defined and will evolve as the engagement progresses.
- The Customer/Partner requires access to an Arista PS resource with no other fixed commitments.
- For a short specific requirement that simply does not require the formality of deliverables or outcomes.
- Where no Arista project oversight/governance is required, unless as additional T&M usage.
- Where the Customer/Partner is fully prepared to provide all engagement management services and risk management.
- Assistance engagements are typically less than 45 days per booking.
- Funding is available before the need is able to be defined/detailed.

To support this, Arista PS offer two time only (time metric) based offerings, based on the following SKU's:

[SVE-NCS-NET-R-1D](#), Providing one day of remote access to an Arista PS resource (Engineering/PM).

[SVE-NCS-NET-1D](#), Providing one day of on-site access to an Arista PS resource (Engineering/PM).

Note: The on-site assistance SKU ([SVE-NCS-NET-1D](#)) includes all required traveling expenses, subject to the terms in this document.

1. Terms of Arista Professional Services - Time Based engagements.

- The “**Arista Professional Services - Time Based**” is considered a deliverable PS (under the terms of the MSA) and this document definition forms the Arista PS Scope/Statement of Works (SOW).
- The “Effective” date of this SOW is defined as the date of the engagement kickoff/introduction, after Arista's acceptance of the Purchase Order (PO) booking of the relevant SKU, and a contact resource has been assigned.
- Unless otherwise terminated earlier, in accordance with the terms of the agreement, the services described in this definition ends five (5) months (for bookings of 15 days or less), nine (9) months (for bookings of greater than 16), after the “effective” date of the SOW, unless later at the discretion of Arista PS.
- Regardless of all other activities, the received purchase order will expire and be considered fully consumed after twelve months of the date of receipt of the purchase order.

- This SOW may only be terminated for material breach by either party upon thirty (30) days prior written notice. In the event the Customer/Partner terminates for Arista's breach, Customer/Partner will be entitled to a refund of unused pre-paid fees. If Arista terminates for material breach, Customer/Partner will not be entitled to a refund.
- Invoicing will be as follows:
 - Monthly in arrears, based on usage, in minimum increments of a day.
 - At the end of the expiration period, 100% of the final outstanding amount will be invoiced and considered fully consumed. Thus ending the service, without any refunds for unused time.
- Any new order(s) will be independent and will not impact the terms or invoicing of any previous orders.
- The Arista PS resource availability date is intended to be no later than eight weeks from the date of request, acknowledged by the Arista contact resource, on or after the introduction/kickoff call.
- The default language of assistance is English.
- A primary Customer/Partner contact is required for every assistance session attended.
- When requesting an Arista resource, it is required that some indication of the area of activities is provided, such that the correct resource can be aligned with the request, per day. This should also include any preferred language requirements, which we will provide best effort in meeting, although this is not committed.
- This service only provides access to an appropriate resource, based on the information provided during scheduling and providing best effort assistance. Arista commits to no outcomes/deliverables with this service, although a priority of activities can be followed if provided, within the time available.
- During the progress of any engagement, only the time, skill and experience of the Arista resource on Arista products, software and solutions is provided. The Customer/Partner is expected to provide all other requirements.
- Any time required to satisfy a Customer/Partner specific request, regardless of in direct engagement with the Customer/Partner or offline, will still consume the Customer's/Partner's available time at the normal rate.
- Engagement/activities will stop when the balance of available time is fully consumed.

2. What the basic service offering is.

The Arista Professional Services "Time & Materials" (T&M) service, is a short term "time based" assistance offering only. Whilst it is called "time and materials" (T&M), any required materials are bundled within the price offering, so this just provides short term time only access to an Arista resource. These services are booked in numbers of days of services, with each day booked equivalent to eight (8) hours of available assistance only.

Under the use of this time based offering, access can be provided to the following Arista Professional services resources:

- Network Services Engineering - Architecture, Design implementation and migration assistance services.
- Network Services Engineering - After implementation, day 2 operational assistance services.
- EOS Consulting Services - Custom development and integration of all Arista software offerings.
- Project Delivery Lead (PDL) - Project Management assistance services.

This only provides access to an Arista resource and there are no other outcome based commitments included. The management of the time, handover between resources and any associated risks are the responsibility of the Customer/Partner. Activities during these assistance periods will be based on “best effort” actions only.

3. Usage and Hours of Service.

The Arista Time based T&M service offerings are based on a number of days booked, each of which is equivalent to eight (8) hours of available assistance time, expected during normal business hours (although provision is provided for out of hours working).

In all cases (remote and on-site) an Arista Project contact resource will be assigned to perform an introduction to the service and act as a point of contact for scheduling requests.

Note: No Governance, management or oversight service is provided, unless requested as an additional T&M usage. The Customer/Partner is expected to provide all required management activities, own any resource handover requirements and manage any activity risks.

The periods of usage of the these offering is as follows:

- **Remote Assistance (SVE-NCS-NET-R-1D)**
 - This is based on the remote availability of an Arista resource for eight (8) hours per day, between 8am to 6pm, Monday to Friday, in the Customer's/Partner's local time zone.
 - This can be booked and consumed in minimum blocks of no less than four (4) hours.
 - For usage outside of normal business hours (8am to 6pm, Mon to Fri) there will be a 1.5 times uplift in the usage of time, which will be rounded up to the nearest hour of delivered time. For balance consumption, usage will be rounded up to the nearest minimum block of no less than 4 hours after uplift.
 - Usage outside of normal hours at short notice (within the normal resource scheduling period), will be subject to the resource's discretion and other commitments.
 - It is possible to convert the “Remote Assistance T&M” service offering (SVE-NCS-NET-R-1D) to an on-site service, however this will use up the remote days at a double rate (x2) and will follow the terms & conditions required of the onsite service.

- **On-site Assistance (SVE-NCS-NET-1D)**
 - This is based on the on-site availability of an Arista Resource for eight (8) hours per day, between 8am to 6pm, Monday to Friday, in the customer's local time zone.
 - This can be booked and consumed in blocks of no less than eight (8) hours per day and a minimum of three days per trip on-site, unless Arista advises otherwise.
 - For usage outside of normal business hours (8am to 6pm, Mon to Fri) there will be a 1.5 times uplift in the usage of time, which will be rounded up to the nearest hour of delivered time. For balance consumption, usage will be rounded up to the nearest minimum block of no less than 8 hours after uplift.

- Usage outside of normal hours at short notice (within the normal resource scheduling period), will be subject to the resource's discretion and other commitments, plus will incur additional expenses, which will be deducted from the Customer's/Partner's booked time balance.
- It is possible to convert the "On-site Assistance T&M" service offering ([SVE-NCS-NET-1D](#)) to a remote service, however this will stay at the same rate as on-site time.
- There is an absolute minimum of two (2) weeks lead time for on-site attendance (from the point of confirmed request), to account for the Arista mandatory travel policy enforcement.

4. Engagement scheduling

After booking the relevant T&M order, the Arista Professional Services assigned contact resource will contact the Customer/Partner to:

- Perform an introduction to the service (to confirm what has been ordered, how the service works and the terms & conditions).
- Act as a point of contact for scheduling time access requests.
- Track scheduled & consumed access time.
- Advertise used time with a summary of activities, along with any remaining balance at an interval of at least once a month or at the end of the booking expiry date.

When requesting access to an Arista resource, the Customer/Partner should contact the assigned Arista contact resource, stating:

- The dates & times of access to an Arista resource (Engineering or PDL).
- Some indication of the area of activities, such that the correct skill set and experience can be aligned.
- Any preferred language requirements, which we will provide best effort in meeting, although this is not committed.
- Providing details of any/all supporting information.

In all cases, only actual time used in the support of the Customer/Partner access dates & times or in the progress of specific activities, will be recorded and consumed from the available balance.

Arista Professional Services have a lead time of up to eight weeks when scheduling Arista resources in response to a Customer request. It is therefore strongly recommended that Customer's pre-schedule as much resource assistance in advance.

Also, Arista reserves the right to assign different resources to each scheduled request, depending on resource availability (although Arista will provide best effort in maintaining the same resource if possible).

Cancellations within 48 hours for remote assistance or five (5) working days for onsite assistance will avoid the loss of scheduled time from the outstanding Customer/Partner balance, when no longer required. Otherwise, Customers/Partners not attending or providing the required access ("no show") of any pre-scheduled assistance will result in the full loss/consumption of the scheduled time, which will be removed/reduced from the Customer's/Partner's outstanding balance.

5. Customer Responsibilities

It is expected that the Customer/Partner will provide a single primary contact for the Arista resource to take direction and report back to. This is to avoid confusion and simplify communication.

The Customer/Partner is also responsible for providing all required remote access (for remote assistance) and local access (for on-site assistance), including parking, escorting, and workspace when relevant.

When requesting the assistance of an Arista resource, it is expected the Customer/Partner will provide as much information as possible, such that the most relevant resource can be scheduled.

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