



Mellanox Technologies, Inc  
 350 Oakmead Parkway, Suite 100  
 SUNNYVALE CA 94085  
 USA

# Purchase order

Bill To :

Nvidia Corporation  
 C/O Mellanox Technologies  
 PO BOX 58078  
 SANTA CLARA CA 95052-8078  
 USA

## Vendor Address

OPENFABRICS ALLIANCE  
 1 Letterman Alliance Suite D4700  
 LOS ANGELES CA 94129

Please deliver to:

Mellanox Technologies Inc. MTI  
 350 Oakmead Parkway, Suite 100  
 Sunnyvale CA 94085-5423

## Information

**PO Number** 56282087  
**Date** Jan/30/2023  
**Vendor No.** 103546  
**Currency** USD  
**Payment Terms** Net 30  
**NVIDIA Contact** Rachel Munoz  
**Phone/Fax** 6262364574 /

Item	Material/Description	Delivery Date	Qty	UM	Net Price	Net Amount	Tax
0010	<p>Please ensure to send the invoice with PO reference number to NVIDIA AP team at us-vendorinvoices@nvidia.com            Kindly Contact us-vendorinvoices@nvidia.com for any payment related inquiries/correspondences.Payment shall be processed as per Payment term mentioned in the PO.</p> <p><b>OpenFabrics Alliance - Mellanox's 2023 m</b>            INVOICE # 1008            Term: 1 Jan 2023 to 31 Dec 2023</p> <p>ROUTING INSTRUCTIONS FOR NVIDIA PAID SHIPMENTS            For shipping instructions and carrier account# go to <a href="https://routingguides.com/NVIDIA">https://routingguides.com/NVIDIA</a>            Register as Vendor to receive an email with your login and password (cannot be shared email)            Logon and go to #ROUTING INSTRUCTIONS# option, enter the PO#, and shipping instructions will be provided.            For logistics support, contact Ops-Traffic@nvidia.com and for PO shipments pre-approval, contact globaltrade@nvidia.com            Please reference this PO# in Attn: Section of all Shipping/Airway Bill /Billing documents.            Package shipping labels must include PO# only, no employee names.            Packing slip must be on the outside of delivery box.</p>	Feb/06/2023	12,500	EA	1.00	12,500.00	N
					Net Value	12,500.00	
					<b>Total Amount</b>	<b>12,500.00</b>	

SIGNATURE \_\_\_\_\_

*Rachel Munoz*

Rachel Munoz

DATE \_\_\_\_\_

Jan/30/2023

## NVIDIA CORPORATION PURCHASE ORDER TERMS AND CONDITIONS

- General.** This Purchase Order ("Order") which shall consist of writings on both sides of this document, is entered into between NVIDIA CORPORATION ("NVIDIA") as purchaser, and the party named on the reverse side of this Order in the space labeled "ISSUED TO:" ("Seller") for purchase by NVIDIA from Seller of the goods, services, or both as specified on this Order. This Order is placed subject to the terms and conditions of this Order (the "Terms and Conditions"). Reference to any proposal from Seller is made only to specify basic information concerning price, description of goods, quantities, terms of payment and delivery, and the like, and then only if such terms are consistent with these Terms and Conditions. If this Order is an offer, Sellers acceptance shall be limited to these Terms and Conditions, and NVIDIA hereby objects to those portions of any acceptance that contradict, modify or add to these Terms and Conditions. If this Order is issued as a confirming order, then these Terms and Conditions shall supersede those terms applying to all prior orders. Any of Sellers terms that are added to or are inconsistent with these Terms and Conditions shall be considered proposals for additions to this Order. Any such proposals shall not be added to these Terms and Conditions nor bind NVIDIA unless agreed to in writing by NVIDIA. Commencement of performance by Seller without NVIDIA's written agreement to such proposals shall constitute Sellers acceptance of these Terms and Conditions, without the inclusion of any such proposals and without any other modification. The Terms and Conditions of this Order constitute the complete and exclusive agreement of the parties concerning the subject matter of this Order, and may be modified only as specified herein.
- Quantity Acceptable on This Order. NVIDIA will only accept the quantity of goods identified on this Order, unless otherwise expressly specified on the face of this Order.
- Changes. NVIDIA may at any time, by giving Seller ten (10) days notice, make changes within the general scope of this Order. Any such changes will be in written form from an authorized NVIDIA representative. If any such change causes an increase or decrease in the cost of or the time required for delivery of all or any part of the goods or performance of all or any part of the services under this Order, or affects any other provision of this Order, an equitable adjustment shall be made in the price or delivery schedule of this Order, or both, and in such other provisions of the Order as may be affected. Any claim by Seller for adjustment under this paragraph must be made in writing within fifteen (15) days of Sellers receipt of the relevant change.
- Order Number. NVIDIA's Order number and the Order date and the relevant part number, if any, must appear on all invoices, packing lists and bills of lading and each package, container or envelope used in connection with each shipment made pursuant to this Order.
- Bills of Lading. Bills of lading shall be mailed in triplicate to the destination address shown on the face of this Order, or to consignee, on the day shipment is made.
- Titles and Risk of Loss. Title and risk of loss shall pass from Seller to NVIDIA at the point of delivery as specified on this Order.
- Packaging and Shipment. All items must be packed in accordance with sound commercial practices and to obtain the lowest transportation rates. Such packing must comply with the requirements of common carriers. Shipments shall be made in quantities and units that will result in the lowest transportation costs. Excess transportation costs resulting from failure to comply with the provisions of this paragraph will be charged as debits to Sellers account. All transportation charges prepaid by Seller, and for which NVIDIA is by this Order responsible, must appear on Sellers invoice and be supported by a paid freight bill or equivalent. Seller shall mark each container with necessary lifting, loading, shipping and storage information, including the Order number, date of shipment, and name and address of consignor and consignee. Packages should be constructed for stacking. Packages weighing over 50 pounds must be packaged for handling with a mechanical device.
- Taxes. Seller shall separately show all applicable state and local sales, use and other similar taxes and all federal excise and other similar taxes on its invoices.
- Delivery. Deliveries shall be made in quantities and at times specified in this Order. If Sellers deliveries fail to meet the quantity or delivery schedule as stated in this Order, NVIDIA may direct expedited routing at Sellers cost, without limiting its other rights or remedies. NVIDIA shall not be liable for Sellers commitments or production arrangements in excess of the amount, or in advance of the time necessary to meet the quantity or delivery schedule of this Order. If Seller delivers any item in excess or advance of such schedule, NVIDIA may either return any such item at Sellers expense for proper delivery, or place any such item in storage at Sellers expense and withhold payment until the scheduled delivery date or the scheduled quantity is due for delivery.
- Inspection. All items (including raw materials, components, subassemblies and end products) may be inspected and tested by NVIDIA at all reasonable times and places before, during and after manufacture, delivery and installation. If NVIDIA elects to conduct such an inspection on Sellers premises, Seller shall, without additional charge, provide all reasonable facilities and assistance to NVIDIA required for safe and convenient test and inspection. NVIDIA may base acceptance or rejection of all or all items on inspection by sampling. If, upon inspection, such items are found by NVIDIA to be defective in materials or workmanship, or do not conform with the requirements of this Order, NVIDIA shall have the right (in addition to all other rights) to: (a) require prompt correction or replacement of such items at Sellers expense, including transportation charges; (b) rework or have reworked such items at Sellers expense for the purpose of conforming the items to contractual requirements; (c) reject any such items and require immediate removal thereof with Seller to repay or credit full invoice price therefore plus transportation charges to NVIDIA; or (d) cancel the Order in whole or in part as provided herein. From the time of notice of rejection of defective items upon inspection, risk of loss thereof shall be upon Seller until redelivery, if any, of conforming goods to NVIDIA. NVIDIA shall not be liable for any reduction in value of samples used in connection with any inspection or test performed by NVIDIA. Seller further agrees to maintain adequate authenticated inspection and test documents that relate to goods and services delivered under this Order. Seller shall retain such records, and make such records available to NVIDIA upon request. Seller agrees to supply NVIDIA with inspection and test reports, affidavits, certifications or any other documents as may reasonably be requested.
- Confidentiality. Seller shall keep confidential all information, drawings, specifications and data submitted by NVIDIA to Seller, and shall upon request promptly return all of same (in any form) submitted by NVIDIA. Seller shall not disclose or use such information, drawings, specifications or data for the benefit of any other party or for any purpose other than compliance with this Order. Except as required for the efficient performance of this Order, Seller shall not make copies of any tangible manifestation of any of same submitted by NVIDIA, and upon completion of the transactions contemplated by this Order all copies shall be destroyed or permanently erased by Seller.
- Tooling. Unless otherwise specified in this Order, all tooling and all other items required for the efficient performance of this Order shall be furnished by Seller, and shall be maintained in good condition and replaced when necessary at Sellers expense. Title and all rights to all tooling materials, goods and other property furnished to Seller by NVIDIA or paid for by NVIDIA shall be and remain with NVIDIA. NVIDIA does not guarantee or warrant the accuracy of any tooling or other materials furnished by it.
- Default-Cancellation. NVIDIA may cancel this Order, in whole or in part, if Seller fails to comply with any of the Terms and Conditions. Without limiting the foregoing, late delivery, delivery of non-conforming goods, failure to provide NVIDIA with adequate written assurance of future performance promptly upon reasonable request therefore, or an act of bankruptcy or insolvency by Seller shall be sufficient cause for such cancellation. In the event of such cancellation, NVIDIA shall not be liable for any amount, and Seller shall be liable to NVIDIA for any and all damages (including, but not limited to, consequential damages) sustained by reason of the default that which gave rise to such cancellation. Upon cancellation, Seller shall deliver to NVIDIA any item requested in writing by NVIDIA, whether requested before, at or after the cancellation and NVIDIA shall pay Seller the fair value (but not in excess of the purchase order price) of any such property so requested and delivered.
- Termination. NVIDIA may terminate this Order for any reason, in whole or in part, at any time upon ten (10) days notice to Seller. Upon receipt by Seller of said notice, Seller shall stop work to the extent specified by NVIDIA, and shall submit its written termination claim, if any, within fifteen (15) days. Failure to submit such a claim within the time prescribed in the preceding sentence shall constitute a waiver of all claims and a release of all NVIDIA's liability arising out of such termination. NVIDIA's entire liability, and Sellers sole remedy, in the event of such termination shall be limited to the price of the delivered and accepted items for which Seller has not been paid, and finished goods in inventory to the extent such inventory is specifically required under this Order, and the actual cost to Seller of raw materials (excluding materials that can be used by Seller for other customers) that Seller has accepted or committed to accept from its suppliers for use in manufacturing items scheduled under then existing Orders for delivery within thirty (30) days after the date of termination. Seller shall use its best efforts to minimize all such termination liability of NVIDIA. Upon termination and subsequent payment therefore under the terms of this paragraph by NVIDIA, title to all products, materials, supplies and other items for which NVIDIA has made such payments shall pass to NVIDIA and shall be delivered F.O.B. as directed by NVIDIA.
- Compliance with Laws. Seller shall, in the performance under this Order, fully comply with all applicable federal, state or local laws, rules, regulations or ordinances, including without limitation any export control or corrupt practices law and maintenance of proper Worker's Compensation Insurance. Seller shall hold NVIDIA harmless from any liability resulting to NVIDIA from Seller's failure to so comply. NVIDIA is subject to the specifications of Executive Orders 11246, 11625, 11758, Section 503 of the Rehabilitation Act of 1973, Executive Order 11701 and the Vietnam Era Veterans Readjustment Act of 1974. NVIDIA does not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, physical or mental disability or veteran status, and engages in affirmative action to ensure equity of action.
- NVIDIA's Property. All title and rights to all property (tangible or intangible) furnished to Seller by or on behalf of NVIDIA or paid for by NVIDIA shall be and remain with NVIDIA. Seller shall not alter or use such property for any purpose other than as specified by NVIDIA, without the prior written consent of NVIDIA. Seller shall keep complete and adequate records of such property and make such records available to NVIDIA immediately upon request. Seller, at its expense, shall store, secure, preserve, repair and maintain such property, and protect it from all causes of damage and/or loss, including, without limitation, theft, in accordance with sound commercial practices. Unless otherwise agreed to in writing by NVIDIA, Seller shall insure NVIDIA's interest in such property against loss or damage from any and all causes, including without limitation, by reason of fire (including extended coverage), man-made or natural disaster, riot or civil commotion, flood, earthquake, theft or any other causes of loss or damage. If all or any part of NVIDIA's property becomes lost or damaged from any cause, including, without limitation, the causes set forth in this paragraph, then Seller shall indemnify NVIDIA from any and all loss proximately caused thereby to NVIDIA, or at NVIDIA's sole election, shall replace such property at Sellers expense. At the completion or termination of this Order, Seller shall request instructions for the disposition of all such property, or the remainder thereof, whether in its original form, or in semi-processed or processed form. Seller agrees to make such property available at its expense as directed by NVIDIA, including preparation, packaging and shipping.
- Ability to Perform. Seller acknowledges that it has in its possession all applicable specifications and drawings and all other documents necessary for Seller to adequately perform its obligations under this Order at the price and in accordance with the schedule as specified in this Order. All such specifications, drawings and documents shall be deemed to be part of this Order. Seller represents that it now has, or can readily procure without the assistance of NVIDIA, all facilities, machinery and equipment necessary for the performance of this Order.
- Assignments and Subcontracts. Seller shall not assign any proceeds under or subcontract this Order, or assign any right or delegate any obligation under this Order, without the written consent of NVIDIA. Purchases of parts and materials normally purchased by Seller and required by this Order shall not be construed as assignments or subcontracts. Any payment to any assignee of any claim under this Order, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim that NVIDIA may have against Seller. Any attempted assignment or delegation without such consent shall be void and of no effect.
- Labor Disputes. Whenever any actual or potential labor dispute delays or threatens to delay the timely performance under this Order, Seller shall immediately notify NVIDIA of all relevant information with respect to such dispute. Seller shall insert the substance of this provision in any order issued in connection with its performance hereunder.
- Price Warranty. Seller warrants that the prices specified in this Order do not and will not at any time exceed the prices charged for like quantities of the same or substantially similar items sold or in any way made available to any other purchaser. Seller shall give NVIDIA the benefit of any price declines to time of shipment.
- Warranty. Seller warrants the items in this Order to be: (a) free from defects in workmanship and materials; (b) new and of the most suitable grade of their respective kinds; (c) in conformance with all applicable specifications, drawings, samples or other descriptions given, including those set forth or referenced in this Order or Sellers sales literature; (d) of merchantable quality, and if of Sellers design, to be suitable for the purpose intended; (e) in compliance with and meet all of the performance requirements; (f) not infringing, either directly, indirectly, or by way of contribution, inducement or otherwise, upon the patents, copyrights, trademarks, mask works, trade secrets or any similar or other intellectual property rights of any third party; and (g) free from defects in design. This warranty shall run to NVIDIA, its successors, assigns and the users of the goods and services provided under this Order. These express warranties shall be in addition to any standard warranty or guaranty of Seller, shall be construed as conditions as well as warranties and shall not be exclusive. When notified by NVIDIA within one (1) year after installation, goods not in conformity herewith may, at NVIDIA's option, be returned to Seller for repair, replacement, credit or refund, or NVIDIA may retain such defective goods and Seller will refund the difference in value to NVIDIA. Seller agrees to reimburse NVIDIA for all expenses incurred in the handling, inspection and return of defective goods. If Seller, upon notice of defect, fails promptly to correct or replace the items, NVIDIA may do so without further notice and Seller shall promptly reimburse NVIDIA for all related costs. The warranties provided for in this paragraph shall survive all inspections, tests or approvals of any kind, including approval of designs. Replaced or repaired items shall be subject to the provisions of this warranty to the same extent as the original items.
- Intellectual Property. Seller shall at its expense indemnify, hold harmless and defend NVIDIA and its affiliates from and against any claims or suits for infringement, contributory infringement, inducement of infringement, or any other patent related rights, or the infringement of any copyright, trademark, mask work, trade secret or any other intellectual property rights, and all damages, liabilities, losses, expenses and costs, including attorneys and professional fees, incurred by NVIDIA in connection with any such claims or suits to the extent such claims or suits arise from or are connected with the manufacture, sale, license, ownership or use of the goods and/or services purchased under this Order.
- Sale of Company. Seller agrees that in the event of any sale of all or a substantial portion or change of control of its business, it will obtain a contractual commitment from he buying party or parties assuming control to honor the terms of this Order and to complete Sellers duties and assume Sellers obligations under it.
- Force Majeure. NVIDIA may delay any delivery or acceptance because of events beyond its control that delay NVIDIA's need for items. Seller shall hold the affected items at NVIDIA's direction and shall deliver the same when the event causing the delay has been removed. NVIDIA shall be responsible only for Sellers direct additional costs in holding same. Events beyond NVIDIA's control shall include, but not be limited to, political upheaval, government action or inaction, strike, labor trouble, fire, casualty, unusually severe weather, earthquake or the like.
- General Indemnification. Seller shall at its expense indemnify, hold harmless and defend NVIDIA and its affiliates from and against any claims or suits for personal injury (including death) and property damage, and all damages, liabilities, losses, expenses and costs, including attorneys and professional fees, incurred by NVIDIA in connection with any such claims or suits, to the extent such claims or suits are based on defective items acquired under this Order or the failure of such items to conform to this Order.
- Set-off. All invoices and other claims of Seller for money due from NVIDIA shall be subject to deduction or set-off by reason of any claim of NVIDIA arising out of this Order or any other transaction with Seller.
- Non-Waiver. No part of this Order may be deemed waived or modified unless a written memorandum to that effect is signed by the party against whom such waiver or modification is asserted. A waiver on one or more occasions of any of the provisions by either party shall not affect the right to enforce such or any other provision at a later time.
- Miscellaneous Provisions. This Order will be interpreted in accordance with the laws of the State of California as those laws are applied to contracts entered into and performed entirely within the state of California by California residents. In no event shall this Order be governed by the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts of the state of California in Santa Clara County, shall have exclusive personal jurisdiction over both parties (and the parties hereby consent to such jurisdiction) in any suit arising out of this Order. Any suit by Seller shall be commenced in one of such courts. Seller agrees that during the term of this Order and for a period of three years after its expiration or earlier termination, it will not serve on NVIDIA or any of its officers, directors or employees any subpoenas for documents, depositions or any other discovery requests arising from or in connection with any suit, action, litigation, arbitration or similar proceeding in which NVIDIA is not a named party. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision of this Order. Seller agrees to pay all duties required to import material necessary to complete the transactions contemplated by this Order, and to report all such duties paid in excess of fifty dollars (\$50.00) on a quarterly basis to NVIDIA for the purpose of claims by NVIDIA to the federal government for duty drawback. Seller shall not, without first obtaining the written consent of NVIDIA, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish NVIDIA with items under this Order or otherwise disclose this Order.