

Additional Terms and Conditions - VeloCloud

These Additional Terms and Conditions - VeloCloud are incorporated into the terms of the Quote or Order Confirmation in which they are referenced (“**Quote**”). **Acceptance of the Quote by You (hereinafter, “You” or the “Customer”)** constitutes acceptance of the following terms and conditions of sale.

SOFTWARE SUPPORT AVAILABILITY: Arista 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 case Arista will no longer provide (a) operational or technical support or (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 Quote, Customer should ensure it understands the support for the Products covered by this Quote. Acceptance of this Quote shall constitute acceptance of such support and shall also constitute a representation and warranty by Customer that it has reviewed and fully understands the same. Software Support Availability for licensed Products can be obtained at [End of Life Policy](#).

PERSONAL DATA: You (and, if different, Customer will confirm that the End Customer) acknowledges and agrees that Arista will process Personal Data as part of the provision of the Products in accordance with Arista's Privacy Policy located at [Privacy Policy](#). Where Arista is a data processor for End Customer under the applicable local legislation, Arista's processing shall be subject to and in accordance with Arista's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at [Data Privacy Addendum](#) for international data transfer incorporated therein. End Customer has been advised that during the term of this Quote, Arista 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.

ADDITIONAL EXPORT REQUIREMENTS: In furtherance of Customer's contractual and legal obligation to strictly comply with applicable laws relating to export, re-export, and transfer, Customer certifies that: (a) End Customer and its affiliates are not a military-related end user of Belarus, Cambodia, Crimea, China, Myanmar (formerly Burma), Nicaragua, Russia, Venezuela, or any non-government-controlled area in the Ukrainian oblasts of Donetsk, Kherson, Luhansk, or Zaporizhzhia (collectively, “Restricted Countries”); and (b) End Customer has agreed that it will not transfer or resell the Products to any person, entity, or environment where End Customer(s) knows or should know that such Products are intended or likely to be used by a military end user located in, or for a military use in, Restricted Countries. Customer represents and warrants that neither it nor

the End Customer(s) nor any Authorized User(s) is, or is acting on behalf of (1) any person who is located in, headquartered in, ordinarily residents in, or otherwise controlled by, the government of Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, any non-government controlled area in the Ukrainian oblasts of Donetsk, Kherson, Luhansk, or Zaporizhzhia, or any other region to which the United States has prohibited export transactions; (2) any person or entity listed on the U.S. Treasury Department List of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, or any other applicable, similar designated-persons list of the United States or European Union. Exceptions to the foregoing must be approved in writing in advance by Arista.

Customer shall promptly provide current end user name, end user address, and country of installation information to Arista upon written request, and shall ensure that any re-exports comply with local trade laws. Customer shall ensure that any non-U.S. end users, including government end users, of products with ECCN EA002 or ED002 are properly authorized prior to shipment to such parties. Customer shall notify Arista in writing if it becomes aware of any violation of applicable trade laws.

GOVERNING CONTRACT/INTERPRETATION: Your procurement and use of the Products is governed by the Regional Partner Agreement (inclusive of the applicable VeloCloud Partner Program Appointment of Rights document) by and between You and the Arista entity identified therein (collectively, the “**Governing Contract**”) and this Quote (including of all documents incorporated by reference herein). This Quote and the Governing Contract shall comprise the entire agreement as pertaining to the subject matter thereof, and all other prior representations, proposals, and other such information exchanged by the parties concerning the subject matter are superseded in their entirety. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least:

1. This Quote;
2. Arista’s global Data Processing Addendum (DPA) to the extent one is in place between the parties;
3. the applicable SPD or PUR, Statement of Work, or SaaS Listing or Service Description;
4. the Governing Contract.

Notwithstanding this order of precedence, any terms that may appear on Your purchase order that vary from this Quote and the Governing Contract (including, without limitation, pre-printed terms) shall be deemed null and void. No modification or claimed waiver of any provision herein shall be valid except by written amendment signed by Your authorized representative and Arista.