

PLEASE READ THIS MASTER SERVICES AGREEMENT (THIS “AGREEMENT”) CAREFULLY BEFORE PURCHASING OR USING THE ARISTA NETWORKS SERVICES.

BY PURCHASING OR USING THE ARISTA NETWORKS SERVICES, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.

The following terms govern your use of the Arista Networks Services.

This Agreement consists of this signature page and the following attachments, which are incorporated in this Agreement by this reference:

1. Master Services Agreement General Terms and Conditions
2. EXHIBIT A: Global Services A-Care Exhibit, including Appendix A
3. EXHIBIT B: Professional Services Exhibit
4. EXHIBIT C: Cloud Services Subscription Agreement Exhibit

MASTER SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

- 1.1. “Arista Portal”** means Arista support website, Arista’s portal for online services and information.
- 1.2. “Customer”** means the entity subscribing for Services pursuant to a Purchase Order or an agreement between Arista and Customer who is the final end user, purchaser or licensee and has acquired Product(s) for its own internal use and not for resale, remarketing, or redistribution.
- 1.3. “Customer Programmable Product”** means products from Arista, including but not limited to the FX line of products, in which the software portions are programmable by parties other than Arista.
- 1.4. “Deliverable”** means, with respect to each Statement of Work, the items specified as deliverables in the Statement of Work.
- 1.5. “Hardware”** means tangible Arista equipment and/or components made available to Customer.
- 1.6. “Maintenance Release”** means an incremental release of Arista Software that provides maintenance fixes and may provide additional Software features. Maintenance Releases are designated by Arista as a change in the digit(s) to the right of the tenths digit of the Software version number [x.x.(x)].
- 1.7. “Maintenance Services”** means Arista’s A-Care Services Customer may elect to purchase described at <https://www.arista.com/assets/data/pdf/A-CareServicesOverview.pdf> and provided subject to the terms of Exhibit A attached hereto.
- 1.8. “Major Release”** means a release of Arista Software that provides additional Software features and/or functions. Major Releases are designated by Arista as a change in the ones digit of the Software version number [(x).x.x].

- 1.9. **“Minor Release”** means an incremental release of Arista Software that provides maintenance fixes and additional Software features. Minor releases are designated by Arista as a change in the tenths digit(s) of the Software version number [x.(x).x].
- 1.10. **“Product”** means both Hardware and/or Software.
- 1.11. **“Professional Services”** are the Services provided under Exhibit B to this Agreement Customer may elect to purchase.
- 1.12. **“Purchase Order”** means a written or electronic order from Customer to Arista for the Services to be provided by Arista under this Agreement.
- 1.13. **“Services”** means the services provided by Arista to Customer under this Agreement. Services shall include Maintenance Services, Subscription Services and Professional Services as applicable.
- 1.14. **“Software”** means the machine-readable object code software programs licensed to Customer by Arista. Software shall exclude the software portion of any Customer Programmable Products.
- 1.15. **“Standard Business Hours”** means 9:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Arista-observed holidays.
- 1.16. **“Statement of Work” (“SOW”)** means the document(s) agreed upon by Arista and Customer which define(s) the Services to be performed under Exhibit B, and the Deliverables to be provided pursuant to such document.
- 1.17. **“Subscription Services”** means the cloud based services Customer may elect to purchase identified in Exhibit C attached hereto and made available subject to the terms therein.
- 1.18. **“TAC”** means Arista’s Technical Assistance Center.

2. SCOPE.

This Agreement and the attached Exhibits set forth the terms and conditions for Customer’s purchase of and entitlement to the Services during the term of this Agreement.

3. ORDERS.

Customer shall purchase Services by issuing a Purchase Order which is (i) manually signed by an authorized representative,(ii) issued pursuant to an electronic data interchange agreement entered into by the parties, or (iii) a manually or electronically signed renewal notice. The Purchase Order will indicate the type of Services, quantity, price, total purchase price, shipping instructions, requested delivery dates, bill-to address, tax exempt certifications, if applicable, and any other special instructions. In order for Customer to purchase (and receive the full benefit of) Maintenance Services relating to any Products, Customer must maintain Maintenance Services for all of its Products. Any contingencies or additional terms contained on such Purchase Order are not binding upon Arista. The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on the Purchase Order or other correspondence. All Purchase Orders are subject to approval and acceptance by Arista. In the case of Professional Services, the Purchase Orders shall not be deemed accepted by Arista until

the parties shall have entered into a Statement of Work for such Professional Services.

4. PRICING.

Pricing for Services provided under this Agreement shall be at Arista's then current list price at the time of acceptance of the Purchase Order by Arista, except that in the case of Professional Services provided under this Agreement the pricing of such Professional Services shall be at Arista's then current list price at the time the Statement of Work is executed by both Arista and the Customer, or as specified in the Statement of Work. All stated prices do not include any foreign, federal, state or local taxes, or sales, use, excise, ad valorem, value-add, withholding, or other taxes or duties that may be applicable. Payments to Arista pursuant to this Agreement may not be reduced to reflect any withholding tax or other tax or mandatory payment to government agencies. When Arista has the legal obligation to collect taxes related to any invoice, unless Customer provides Arista with a valid and acceptable tax exemption certificate prior to issuance of said invoice, the appropriate amount shall be added to Customer's invoice and paid by Customer. If a tax authority subsequently finds that any tax payment related to any sale or service to Customer was insufficient and requires additional payments by Arista, Arista will make such payments and Customer will reimburse Arista for such additional tax payments (including any interest, levies, and penalties). Arista will not be responsible for any taxes or other amount assessed to Customer by any government agency based on Customer's net income, gross revenue, or for any other reason.

5. PAYMENT.

Upon and subject to credit approval by Arista, payment terms shall be net thirty (30) days from invoice date. Unless otherwise specified, all Maintenance Services and Subscription Services shall be invoiced annually in advance. Professional Services shall be invoiced as set forth in the Statement of Work. All payments shall be made in U.S. currency. Any sum not paid by Customer when due shall bear interest until paid at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less.

6. SOFTWARE LICENSE.

Customer acknowledges that it may receive or be provided access to Software as a result of Services provided under this Agreement. Customer acknowledges and agrees that it may be required to use the version of Software specified by Arista from time to time as a condition to receiving the Services provided under this Agreement. Customer agrees that it is licensed to use such Software only on Hardware authorized by this Agreement and subject to the terms and conditions of the Software license contained in the agreement pursuant to which the Product to which such Software relates was provided to Customer (or in the absence of any such agreement, the End User License Agreement which can be found at <https://www.arista.com/assets/data/pdf/software-agreement/EndUserLicenseAgreement.pdf>). Customer shall not: (i) copy, in whole or in part, Software or documentation; (ii) modify the Software, reverse compile, or reverse assemble all or any portion of the software; or (iii) rent, lease, distribute, sell, or create derivative works of the software. Software will be delivered electronically via a download from the Arista website or made available through an Arista web portal unless otherwise specified by Arista.

7. TERM AND TERMINATION.

7.1. This Agreement shall commence on the Effective Date and continue unless terminated in accordance with this section.

7.1.1. Maintenance Services purchased hereunder shall commence on the date of shipment of the Product to which such Maintenance Services apply. The term shall continue for the period

purchased by the Customer as specified on the Purchase Order. The parties may agree to renew or extend any then current Service term by purchasing additional terms of Service. If Customer does not renew or extend the Maintenance Services term for an Arista Product prior to such term's expiration, Arista may, in its sole direction, require Customer to pay to Arista a reinstatement fee, in addition to Arista's then current list prices, before the new Maintenance Services term can be applied to such Arista Product if Customer elects to purchase Maintenance Services for such Arista Product.

- 7.1.2.** Each SOW shall terminate in accordance with its terms. Notwithstanding anything to the contrary, each SOW hereunder shall terminate immediately upon termination of this Agreement, unless otherwise agreed by Arista. Any such termination shall be entirely without liability to either party except as set forth below.
- 7.1.3.** Subscription Services shall commence on the date they are made available to Customer and shall continue in accordance with Section 8 of Exhibit C.
- 7.2.** This Agreement and/or any Services may be terminated by Arista and/or Arista may suspend its performance immediately upon written notice to Customer if Customer fails to pay for the Services when due and fails to make such payment within fifteen (15) days after written notice from Arista of such past due payment.
- 7.3.** This Agreement and/or any SOW hereunder may be terminated immediately upon written notice by either party under any of the following conditions:
- 7.3.1.** If the other party has failed to cure a breach of any material term or condition under the Agreement, and/or SOW within thirty (30) days after receipt of notice from the other party including a detailed description of such breach.
- 7.3.2.** Either party ceases to carry on business as a going concern, either party becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.
- 7.3.3.** Either party assigns (by operation of law or otherwise, and including merger) or transfers any of the rights or responsibilities granted under this Agreement and/or SOW, without the prior written consent of the other party, except as permitted under this Agreement.
- 7.4.** Notwithstanding anything else to the contrary, Arista may terminate this Agreement immediately, upon written notice to Customer for breach of Section 3 ("Orders"), Section 6 ("Software License"), Section 8 ("Confidential Information"), or Section 9 ("Export").
- 7.5.** Upon termination of this Agreement and/or any SOWs, Customer shall pay Arista for all work performed under the affected Purchase Order and/or SOW(s) up to the effective date of termination at the agreed upon prices, fees and expense reimbursement rates set forth in the relevant Purchase Order or SOW(s).
- 7.6.** In addition, Customer agrees to deliver to Arista at Arista's discretion, within ten (10) days after termination either: (i) the original and all copies of the Deliverables and related materials received by Customer in connection with the terminated work for which Arista has not been paid in the course of performance or under Section 7.6 above; or (ii) a certificate certifying that Customer has destroyed the original and all copies of such Deliverables and related materials.

7.7. In the event this Agreement is terminated by either party, neither shall have any further obligations under this Agreement, except as provided herein. Termination of this Agreement shall not constitute a waiver for any amounts due.

8. CONFIDENTIAL INFORMATION.

8.1. Each party hereby acknowledges that, in connection with the performance of this Agreement, it may receive from the other party certain confidential or proprietary technical and business information and materials ("**Confidential Information**"). Without limiting the generality of the foregoing, Confidential Information shall include, (a) with respect to Arista, the Services, Software, and accompanying documentation, data produced by the Services or Customer's use of the Services, test results or other outputs of the Services, and the existence of this Agreement and its terms, and (b) with respect to Customer, its data. Each party ("**Discloser**") may provide Confidential Information to the other party ("**Recipient**"). Recipient agrees to hold and maintain in strict confidence all Confidential Information of Discloser and not to use any Confidential Information of Discloser except as permitted by this Agreement or as may be necessary to perform its obligations under this Agreement. Recipient will use at least the same degree of care to protect the Discloser's Confidential Information as it uses to protect its own Confidential Information of like importance, and in no event shall such degree of care be less than reasonable care. Recipient shall only provide Confidential Information to its employees who have a need to know such Confidential Information for the purposes of this Agreement and who are bound by confidentiality obligations as restrictive as these. Recipient agrees that it shall not disclose Confidential Information to any third party. Recipient will use and maintain reasonable administrative, physical and technical security measures to protect Discloser's Confidential Information from unauthorized access or disclosure.

8.2. **Mandatory Disclosure.** If a Recipient is required by a judicial order, discovery request or other governmental order to disclose any Confidential Information, the Recipient will use commercially reasonable efforts to provide the Discloser with notice of such request or requirement, and the Recipient will use reasonable efforts to ensure that all Confidential Information so disclosed is treated confidentially, including without limitation, providing reasonable assistance to the Discloser so that the Discloser may seek a protective order against public disclosure.

9. EXPORT.

Products, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Products.

10. WARRANTY.

NOTHING IN THIS AGREEMENT SHALL AFFECT THE WARRANTIES PROVIDED WITH ANY HARDWARE PURCHASED OR SOFTWARE LICENSED BY CUSTOMER. EXCEPT AS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER MUST NOTIFY ARISTA PROMPTLY OF ANY CLAIMED BREACH OF ANY

WARRANTIES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT ARISTA'S OPTION, RE-PERFORMANCE OF THE SERVICES, OR TERMINATION OF THE APPLICABLE SERVICES AND RETURN OF THE PORTION OF THE FEES PAID TO ARISTA BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES OR DELIVERABLES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 12 HEREOF.

11. FORCE MAJEURE.

Arista will be excused from any obligation to the extent performance thereof is affected by acts of God, fire, flood, riots, material shortages, strikes, governmental acts, disasters, earthquakes, inability to obtain labor or materials through its regular sources, or any other reason beyond the reasonable control of Arista.

12. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF ARISTA, ITS SUPPLIERS OR ITS SUBCONTRACTORS FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE MONEY ACTUALLY PAID BY CUSTOMER TO ARISTA FOR ARISTA PRODUCTS AND ARISTA SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

13. CONSEQUENTIAL DAMAGES WAIVER.

IN NO EVENT SHALL ARISTA, ITS SUPPLIERS OR ITS SUBCONTRACTORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOST PROFITS, LOST OR DAMAGED DATA, INTERRUPTION OF BUSINESS, LOST OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF REPUTATION WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ARISTA, ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. THESE LIMITATIONS SHALL APPLY UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF ANY ARISTA PRODUCTS AND/OR ARISTA SERVICES PURCHASED, OR THE FAILURE OF SUCH ARISTA PRODUCTS OR ARISTA SERVICES TO PERFORM, OR FOR ANY OTHER REASON, AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14. NOTICES.

All notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile (followed the same day by the actual document in air mail/air courier); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses as designated by a party by giving written notice to the other party pursuant to this paragraph.

15. GENERAL PROVISIONS.

- 15.1. Choice of Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.
- 15.2. No Waiver.** No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.
- 15.3. Assignment.** Subject to Section 7.3.3, neither this Agreement nor any rights or obligations under this Agreement or under any Purchase Order or SOW, other than monies due or to become due, shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Arista. Arista shall have the right to assign all or part of this Agreement or any Purchase Order or SOW without Customer's approval. Subject to Section 7.3.3, this Agreement, including any related Purchase Order and SOWs, shall bind and inure to the benefit of the successors and permitted assigns of the parties.
- 15.4. Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either party, as determined by such party in its sole discretion, then the affected party may terminate this Agreement by notice to the other.
- 15.5. Independent Contractor Relationship.** Arista and Customer understand, acknowledge and agree that Arista's relationship with Customer will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- 15.6. Attorneys' Fees.** In any suit or proceeding between the parties relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- 15.7. No Agency.** Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 15.8. Amendment.** Arista may amend the terms of this Agreement at any time in its sole discretion, and Customer agrees to be bound to such amendment.
- 15.9. Survival.** Sections 6 (Software License), 7 (Term and Termination), 8 (Confidential Information), 9 (Export), 10 (Warranty), 12 (Limitation of Liability), 13 (Consequential Damages Waiver), and 15 (General Provisions) of this Agreement shall survive termination of this Agreement or any Exhibit hereto.

Exhibit A: Global Services A-Care Exhibit

This Arista Global Services A-Care Exhibit is an Exhibit to the Master Services Agreement entered into by Arista and Customer and is incorporated into the Master Services Agreement by this reference. All capitalized terms not defined below have the meaning ascribed thereto in the Master Services Agreement. In the event of a conflict between the terms of this Exhibit and the Master Services Agreement, the terms of this Exhibit shall govern.

Arista warrants Hardware for one (1) year and Software for ninety (90) days from the date of shipment. Arista TAC will evaluate warranty claims based on failure to meet the applicable specifications and send return material authorization ("RMA") instructions as needed. Arista's product and software warranty policy is available at <https://www.arista.com/assets/data/pdf/Warranty.pdf>. Arista A-Care is offered in addition to Arista's warranty.

Arista warrants that all Maintenance Services provided under this Exhibit shall be performed in a professional and workmanlike manner.

1. DEFINITIONS.

- 1.1. "Additional Services"** means installation of new Hardware, system additions, Hardware upgrades, or non-mandatory engineering changes.
- 1.2. "Advance Replacement"** means shipment of replacement FRU(s) in advance of receipt of failed/defective FRU(s).
- 1.3. "Field Replacement Unit (FRU)"** means a unit of Hardware or any component of a unit of Hardware, subject to size and weight limitations, which can reasonably be replaced at a Customer location. Arista typically stocks all FRUs in its parts depots except for spare chassis for the 7300 and 7500 Series products. Those parts are expected to have a very low failure rate and sometimes are only replaced the next-day.
- 1.4. "Four-Hour Response"** means the four (4) hour time period commencing upon Arista's problem diagnosis and determination that a FRU is required and ending when the Advance Replacement FRU is delivered on-site and where applicable, an on-site engineer arrives at the Customer's designated location.
- 1.5. "Reinstallation"** means that the Product that Customer installed at its designated location is removed and the Advance Replacement FRU supplied by Arista is placed in the same location.
- 1.6. "Single Point of Contact Support"** means support services are delivered directly by Arista.
- 1.7. "Two-Hour Response"** means the two (2) hour time period commencing upon Arista's problem diagnosis and determination that a FRU is required and ending when the Advance Replacement FRU is delivered on-site and where applicable, an on-site engineer arrives at the Customer's designated location.

2. SERVICE RESPONSIBILITIES OF ARISTA.

According to the support selected and in consideration of the fee paid by Customer, Arista, either directly or locally through an Arista-approved Services Partner ("**Arista Partner**"), shall provide the

following Services where available and in accordance with the provisions of this Exhibit:

2.1. Services.

- 2.1.1. Assist the Customer by telephone or electronic mail (for information related to Product use, configuration and troubleshooting).
- 2.1.2. Under Single Point of Contact Support, provide 24 hours per day, 7 days per week access to TAC. Arista will respond to Priority 1 and 2 calls within one (1) hour and Priority 3 and 4 calls no later than the next business day.
- 2.1.3. Manage the Problem Prioritization and Escalation Guidelines described in Appendix A.
- 2.1.4. Generate work-around solutions to reported Software problems using reasonable commercial efforts or implement a patch to the Software. For a Software patch, Arista or the Arista Partner will make a Maintenance Release available to the Customer for the Product experiencing the problem or provide a Software image, as agreed by the Customer.
- 2.1.5. Support any release of Software for a period of twenty-four (24) months from the date of first commercial shipment of that release, meaning that for that time period, errors in that release will be corrected either by means of a patch or correction to that release, or in a subsequent release.
- 2.1.6. Provide Major Release(s), Minor Release(s), and Maintenance Release(s), upon Customer request, for Software supported under this Exhibit.
- 2.1.7. Provide the Customer with access to the Arista Portal. This system provides the Customer with technical and general information on Arista Products, access to Arista's on-line Software library, and customer install base information.
- 2.1.8. Arrange all remedial support shipments to Customer via express transportation as specified in Section 2.2. Request for alternate carriers will be at Customer's expense.
- 2.1.9. Provide, upon request, supporting documentation via email or through Arista Portal for each Software release for Product supported hereunder.

2.2. Advance Replacement Services. Arista or Arista Partner will offer the following levels of Advance Replacement subject to geographic availability. Destination country importation and customs processes may condition delivery times. Advance Replacement FRUs will be either new or equivalent to new at Arista's discretion, and the Advance Replacement FRU may be of like or similar equipment or next generation equipment at Arista's discretion.

2.2.1. A-Care Next Business Day/Same-Day-Ship

- 2.2.1.1. Next Business Day Advance Replacement is available in countries where Arista has a parts depot. In countries where an Arista parts depot is not available, Advance Replacement FRU parts will be shipped the same day from the nearest parts depot.
- 2.2.1.2. Advance Replacement FRU parts will ship the same day to arrive the next business day provided both the call and Arista's or Arista's Partner's diagnosis and determination of the failed Hardware has been made before 3:00 p.m., local time, Monday through Friday (excluding Arista-observed holidays). For requests after 3:00

p.m., local time, the Advance Replacement FRU parts will ship the next business day.

2.2.2. A-Care 4-Hour:

- 2.2.2.1.** Where available, A-Care 4-hour service may be selected. Availability for A-Care 4-Hour service is restricted to within one hundred (100) miles of an Arista parts depot (in the U.S.) and seventy-five (75) kilometers (outside the U.S.) of an Arista parts depot.
- 2.2.2.2.** Advance Replacement FRUs will be delivered on-site twenty-four (24) hours per day, seven (7) days per week, including Arista-observed holidays.
- 2.2.2.3.** Arista will make commercially reasonable efforts to provide Four-Hour Response for on-site delivery of the replacement part.
- 2.2.2.4.** No installation services are provided as part of this offering.

2.2.3. A-Care 2-Hour:

- 2.2.3.1.** Where available, A-Care 2-hour service may be selected. Availability for A-Care 2-Hour service is restricted to within twenty-five (25) miles of an Arista parts depot (in the U.S.) and twenty (20) kilometers (outside the U.S.) of an Arista parts depot.
- 2.2.3.2.** Advance Replacement FRUs will be delivered on-site twenty-four (24) hours per day, seven (7) days per week, including Arista-observed holidays.
- 2.2.3.3.** Arista will make commercially reasonable efforts to provide Two-Hour Response for on-site delivery of the replacement part.
- 2.2.3.4.** No installation services are provided as part of this offering.

2.2.4. A-Care On-site 4-Hour Reinstallation

- 2.2.4.1.** Advance Replacement FRU parts will be delivered and Reinstalled on-site twenty-four (24) hours per day, seven (7) days per week, including Arista-observed holidays.
- 2.2.4.2.** Arista will make commercially reasonable efforts to provide Four-Hour Response for on-site delivery and commencement of Reinstallation of the part.
- 2.2.4.3.** Availability for A-Care 4-Hour service is restricted to within one hundred (100) miles of an Arista parts depot (in the U.S.) and seventy-five (75) kilometers (outside the U.S.) of an Arista parts depot.

2.2.5. A-Care On-site Next Business Day/Same-Day-Ship Reinstallation

- 2.2.5.1.** Advance Replacement FRUs will ship the same day to arrive the next business day for Reinstallation provided both the call and Arista's or Arista's Partner's diagnosis and determination of the failed Hardware has been made before 3:00 p.m., local time, Monday through Friday (excluding Arista-observed holidays). For requests after 3:00 p.m., local time, the Advance Replacement FRU will ship the next business day.
- 2.2.5.2.** Where available, A-Care 4-hour service may be selected. Availability for A-Care 4-Hour service is restricted to within one hundred (100) miles of an Arista parts depot (in

the U.S.) and seventy-five (75) kilometers (outside the U.S.) of an Arista parts depot.

2.3. Third Party Providers. Arista reserves the right to subcontract Services to a third party organization to provide Services to Customer.

2.4. Arista Parts Depots. A list of Arista parts depots (Arista RMA depots) is available on Arista website.

3. SERVICE RESPONSIBILITIES OF CUSTOMER.

3.1. Customer will provide a priority level as described in Appendix A for all calls placed.

3.2. Customer shall provide reasonable access to the Product through the Internet or via modem such that problems may be diagnosed and corrected remotely.

3.3. Customer agrees to use the version of Software that may be required from time to time by Arista. Customer acknowledges and agrees that Arista may, at Arista's option, require that the latest release of Software be used by Customer on replacement Hardware provided by Arista, in which case Customer shall promptly return the old Hardware to Arista or Arista will arrange for the return of such Hardware.

3.4. Customer will provide sixty (60) days' Notice to Arista of any requested addition(s).

3.5. Customer agrees to pay all travel expenses if Arista is requested by Customer to perform services at Customer's facilities. However, reasonable travel is included with Arista's On-Site A-Care offering. Engineering time will be billed at the then-current applicable time and materials rates.

3.6. Customer agrees to notify Arista, by opening a TAC case or contacting renewals@arista.com, when it plans to move any Product to a new location. Customer agrees to make such notification thirty (30) days prior to Product relocation. In cases where the Customer has relocated Product to a new location without notifying Arista of the location change, Arista cannot guarantee delivery of next business day, 2-hour or 4-hour service, if Customer has purchased such support. In such events, Arista will, subject to inventory availability, make commercially reasonable efforts to deliver advanced replacement part(s) same day from the nearest Arista service depot, with actual delivery times subject to transportation, customs, and import processing times.

3.7. Customer is responsible for returning to Arista all defective or returned Product in accordance with Arista's Return Material Authorization ("RMA") procedure. Arista's RMA procedure is available on the Arista Portal. Where Reinstallation has been purchased, Arista will be responsible for removing the defective or returned Product.

3.8. Customer is responsible for the following when receiving Advance Replacement FRUs and returning replaced Product under A-Care service (Sections 2.2.1, 2.2.2, and 2.2.3 above):

3.8.1. Proper packing, including description of failure and written specification of any other changes or alterations.

3.8.2. Insurance of all packages for replacement cost to be shipped FOB Arista's designated repair center.

3.8.3. Returns must be received within ten (10) days; otherwise, the list price of the Hardware will be charged or Arista will arrange for the return of the product.

- 3.9.** Customer is responsible for the following when receiving On-Site Reinstallation of Products under A-Care service (Section 2.2.4 and 2.2.5 above):
- 3.9.1.** At least sixty (60) days prior to the intended start of On-Site Reinstallation services, inform Arista of any security or other considerations that must be followed when On-Site Reinstallation services are being performed.
 - 3.9.2.** Customer shall provide to Arista, and Arista shall ensure that its personnel or subcontractors make commercially reasonable efforts to comply with, Customer's security regulations in their activities at Customer sites or in connection with Customer systems.
 - 3.9.3.** Provide applicable access credentials or other means of gaining access to the Products that will be replaced.
 - 3.9.4.** Make appropriate personnel available to assist Arista in the performance of its responsibilities.
 - 3.9.5.** Provide safe access, high speed connectivity to the Internet, and other facilities for personnel while working at Customer's location.
 - 3.9.6.** Provide all information and materials reasonably required to enable Arista to access the Products and to provide the Services.
 - 3.9.7.** Be responsible for the identification or interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect Customer's existing systems, applications, programs, or data to which Arista will have access during its performance of the Services, including applicable data privacy, export, and import laws and regulations. It is Customer's responsibility to ensure the locations, systems, applications, programs, and data meet the requirements of those laws, regulations and statutes.
- 3.10.** Customer acknowledges that it is only entitled to receive Services on the Product for which it has paid a separate fee. Arista reserves the right, upon reasonable advance notice, to perform an audit of Customer's Products and records to validate such entitlement and to charge for support if Arista determines that unauthorized support is being provided, as well as interest penalties at the highest rate permitted by law, and applicable fees including, without limitation, attorneys' fees and audit fees.

4. SERVICES NOT COVERED UNDER THIS EXHIBIT.

- 4.1.** Any customization of, or labor to install, equipment.
- 4.2.** Except for Arista's On-Site A-Care offering, expenses incurred to visit Customer's location, except as required during escalation of problems by Arista or the Arista Partner.
- 4.3.** Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).
- 4.4.** Electrical or site work external to the Products.
- 4.5.** Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by natural causes, or damaged due to a negligent or willful act or omission by Customer or use by

Customer other than as specified in the applicable Arista-supplied documentation.

- 4.6.** Services to resolve software or hardware problems resulting from third party products or causes beyond Arista or the Arista Partner's control.
- 4.7.** Services for non-Arista software installed on any Arista Product.
- 4.8.** Any Hardware upgrade required to run new or updated Software.
- 4.9.** Additional Services are provided at the then-current time and materials rates.
- 4.10.** Services to the software portion of any Customer Programmable Product.

APPENDIX A

ARISTA PROBLEM PRIORITIZATION AND ESCALATION GUIDELINE

To ensure that all problems are reported in a standard format, Arista has established the following problem priority definitions. These definitions will assist Arista in allocating the appropriate resources to resolve problems. Customer must assign a priority to all problems submitted to Arista.

PROBLEM PRIORITY DEFINITIONS:

Priority 1: (Critical Customer Impact). Customer's mission-critical network functionality is inoperable, or has degraded to the point that normal operations are impossible. Arista and Customer will commit full-time resources to resolve the situation.

Priority 2: (Significant Customer Impact). The network is in an impaired state, and operating at a level of decreased effectiveness. Normal operations are possible, but negatively impacted. Arista and Customer will commit full-time resources during Standard Business Hours to resolve the situation.

Priority 3: (Acceptable Customer Impact). Normal operations of the network are not impaired, but a performance issue exists that requires attention. Arista and Customer are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.

Priority 4: (Administrative Customer Impact). The issue is cosmetic, or an inquiry regarding switch operations. There is clearly little or no impact to the Customer's business operation. Arista and Customer are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

Arista encourages Customer to reference this guide when Customer-initiated escalation is required. If Customer does not feel that adequate forward progress, or the quality of Arista service is not satisfactory, Arista encourages Customer to escalate the problem ownership to the appropriate level of Arista management by asking for the TAC Manager.

Exhibit B: Arista Professional Services Exhibit

This Professional Services Exhibit is an Exhibit to the Master Services Agreement entered into by Arista and Customer and is incorporated into the Master Services Agreement by this reference. All capitalized terms not defined below have the meaning ascribed thereto in the Master Services Agreement. In the event of a conflict between the terms of this Exhibit and the Master Services Agreement, the terms of this Exhibit shall govern.

1. SERVICES AND STATEMENT OF WORK.

- 1.1. Arista will perform, make available and/or manage Services as described in any SOW (as applicable "Professional Services" or "Deliverables") entered into by and between the parties. Services may be provided by Arista or individuals or organizations employed by or under contract with Arista, at the discretion of Arista.
- 1.2. A separate SOW will be required for each project, assignment, or task requested by Customer. Each SOW will become part of this Exhibit by this reference when signed by Arista and Customer and shall include:
 - 1.2.1. A detailed description of Arista's and Customer's respective responsibilities;
 - 1.2.2. A description of the Deliverables to be delivered by Arista to Customer pursuant to the SOW;
 - 1.2.3. An estimated performance schedule including milestones, if applicable;
 - 1.2.4. Specific completion criteria that Arista is required to meet to fulfill its obligations under the SOW;
 - 1.2.5. Pricing, payment terms and invoicing provisions;
 - 1.2.6. Identification of Arista and Customer contacts; and
 - 1.2.7. If applicable, a list of Hardware and/or Software for which Arista provides Services under the SOW.

A SOW may only be amended or modified by a written document signed by authorized representatives of Arista and Customer, in accordance with the change control procedures set forth therein. All installation and EOS Upgrades provided by Arista under a service summary description will be provided in accordance with the terms of the Agreement.

2. CUSTOMER SECURITY REGULATIONS/WORK POLICY.

- 2.1. Customer shall provide to Arista, and Arista shall ensure that its personnel or subcontractors make commercially reasonable efforts to comply with, Customer's security regulations in their activities at Customer sites or in connection with Customer systems.
- 2.2. Unless otherwise agreed to by both parties, Arista's personnel (including its subcontractors) will observe the working hours, working rules, and holiday schedules of Customer while working on Customer's premises.

3. GENERAL PROFESSIONAL SERVICES TERMS.

- 3.1.** Except as expressly otherwise set forth in an SOW, each party reserves all its intellectual property rights, and nothing herein shall be deemed or interpreted to grant or transfer any rights or licenses, whether expressly or by implication, estoppel, or otherwise. Further, except as expressly otherwise set forth in an SOW, Arista retains all right, title and interest, including without limitation all intellectual property rights, in and to any Deliverables. To the extent constitute modifications or enhancements to Arista's products and services to be provided to the Customer, such Deliverables shall be deemed to be included in Customer's separate license thereto, for the remaining duration of the applicable subscription to such Arista products and services.
- 3.2.** Arista represents and warrants that the Professional Services it provides hereunder will be of a professional quality conforming to generally accepted industry standards and practices. If Customer discovers a material deviation in the Professional Services or Deliverables from the applicable written specifications or requirements, then Customer shall, within ten (10) business days after completion or delivery, submit to Arista a written report describing the deviation in sufficient detail for Arista to identify and reproduce the deviation, and Customer's sole remedy for such noncompliance shall be, at Arista's discretion (i) for Arista to correct the deviation within a reasonable time following Customer's written notice, or (ii) if Arista is unable to correct the deviation, then, upon Customer's request, Arista shall refund any payments that Customer has made specifically for such non-compliant Services or Deliverables.

EXHIBIT C

CLOUD SERVICES SUBSCRIPTION AGREEMENT

This Cloud Services Subscription Exhibit (the “**Subscription Agreement**”) is an Exhibit to the Master Services Agreement entered into by Arista and Customer and is incorporated into the Master Services Agreement by this reference. All capitalized terms not defined below have the meaning ascribed thereto in the Master Services Agreement. In the event of a conflict between the terms of this Exhibit and the Master Services Agreement, the terms of this Exhibit shall govern.

1. Subscription Services.

- 1.1. Subscription Based Services. Customer may purchase a subscription to the Subscription Services by issuing a Purchase Order to Arista (“**Order Form**”). The Order Form will specify the Subscription Services being purchased, applicable fees, quantity of devices authorized to receive the Subscription Services (if applicable “**Device Limit**”) and term of the Subscription Services (“**Subscription Period**”).
- 1.2. Services. Subject to the terms of this Subscription Agreement and Arista’s acceptance of the Order Form, during the Subscription Period, Customer may access the Subscription Services identified on the Order Form, for Customer’s internal business purposes only. The “**Subscription Services**” shall include (a) Arista’s CloudVision as a Service software (in object code form only), (b) Arista’s Cognitive Cloud WiFi platform software (in object code form only) ((a) and (b) collectively and as applicable the “**Subscription Software**”) and (c) any user guides or manuals for installation or use of the Subscription Services that Arista has prepared for and made available to Customer in connection with the Subscription Services (“**Documentation**”).
- 1.3. Service Limitations. Customer shall not: (1) use or allow use of the Subscription Services except as expressly authorized by this Subscription Agreement and applicable Order Form; (2) gain access or attempt to gain access to trade secrets or confidential information of Arista or any third party in the Subscription Services, or circumvent any security, use, technology or license enforcement contained therein; (3) tamper with, interrupt or otherwise access (except such access as is expressly authorized by this Subscription Agreement) the servers on which the Subscription Services are being provided; (4) use the Subscription Services with any non-Genuine Arista Product (as defined below); (5) if applicable, use the Subscription Services on a number of devices in excess of the Device Limit; (6) allow, encourage or assist any third parties (including but not limited to competitors of Arista) to use or otherwise access the Subscription Services (or any portion thereof), including without limitation, for third-party training, commercial time-sharing or service bureau use; (7) engage in any benchmarking or competitive analysis of the Subscription Services or publish a review of the results of any internal evaluation of the Subscription Services, or permit any third party to do any of the foregoing, without Arista’s prior written consent; (8) intentionally use the Subscription Services in any manner that violates applicable laws, or degrades, alters or impairs another customer’s access to or use of the Subscription Services; or (9) violate the rights, limitations or restrictions set forth in the EULA. If Customer violates this Section 1.3, or at Arista’s discretion Customer’s use of the Subscription Services is causing harm to Arista or third parties, Arista may immediately suspend Customer’s use of and access to the Subscription Services. Arista will use commercially reasonable efforts to notify Customer of its suspension and Arista will not have any liability to Customer or any other third party for such suspension. Arista may terminate the Subscription

Services if Customer fails to cure the cause of the suspension within thirty days of the date Arista first provided notice of the suspension. Customer shall be liable to Arista for any damages, injury or harm caused to Arista as a result of Customer's violation of this Section 1.3.

- 1.4. Arista Access. During the Subscription Period, Customer grants to Arista the right to access Customer's network, computer systems and Customer Data (as defined below) as needed to provide the Subscription Services. Customer acknowledges and agrees that Arista and its affiliates may use the information described in Sections 3.2, 4.2 and 4.3 above to provide customized services and technologies to Customer as well as to improve Arista's products and Subscription Services. Customer grants to Arista a limited, worldwide, fully paid-up, royalty-free, non-exclusive license to access, host, reproduce, perform, transmit, display and otherwise use any Customer-owned software, Customer data (including without limitation Customer Data), or any other Customer-related materials to the extent necessary for Arista to provide the Subscription Services to Customer. Within sixty days of the expiration or termination of the Subscription Services, Arista will archive Customer Data stored in its systems. Arista will maintain Customer Data in its archives for no longer than three (3) years. If requested by Customer, Arista will delete Customer Data within ninety (90) days of such request.

2. Arista Equipment and Commercial Software.

- 2.1. Genuine Arista Equipment. Customer's use of the Subscription Services requires use of Arista equipment, running a properly licensed copy of Arista Software, purchased by Customer from Arista or from an Arista authorized reseller ("**Genuine Arista Product**").
- 2.2. Arista Commercial Software. This Subscription Agreement does not extend to any downloaded or installed software or firmware that runs on Customer's equipment; any such software is subject to Arista's End User License Agreement ("**EULA**") available at <https://www.arista.com/assets/data/pdf/software-agreement/EndUserLicenseAgreement.pdf> and such other agreement(s), if any, between Arista and Customer regarding Customer's use of Arista's Software.
- 2.3. Commercial Item. The Subscription Software and Documentation are "commercial items" as defined at FAR 2.101 comprised of "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212. Consequently, regardless of whether Customer is United States Government or a department or agency thereof, Customer shall acquire only those rights with respect to the Software and associated documentation that are set forth in this Agreement.

3. Intellectual Property Ownership.

- 3.1. Arista Property. Arista reserves all right, title and interest in and to the Subscription Services and any derivative works thereof, including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property and proprietary rights, subject to the limited permissions expressly granted to Customer in this Agreement, and no rights or licenses shall be deemed or interpreted to be granted or transferred hereunder, whether by implication, estoppel, or otherwise.
- 3.2. Customer Property. "**Customer Data**" is any information or data provided by Customer or collected in connection with Customer's use of the Subscription Services, including Device Information and User Identities (as defined below) and excluding any Feedback (as defined below). Customer Data shall remain the exclusive property of Customer and except as expressly provided herein, no rights or licenses shall be deemed or interpreted to be granted or transferred hereunder, whether by implication, estoppel, or otherwise.

4. Data Privacy and Application Feedback.

- 4.1. Feedback. During the Subscription Period, Customer may provide feedback to Arista concerning the functionality and performance of the Subscription Services, as may be requested by Arista from time to time (collectively, “**Feedback**”). All Feedback will be the sole property of Customer and, to the extent Customer has any right title or interest in or to any Feedback, Customer hereby assigns all of its right, title, and interest in and to such Feedback (including without limitation any intellectual property rights therein) to Arista, and Arista and its designees may exploit such Feedback without restriction. Customer agrees to perform such further acts as may be reasonably necessary to evidence such assignment. For clarity, Feedback shall not be considered Confidential Information and Arista may use and disclose said information as reasonably necessary for its business purposes. Customer acknowledges that Arista has no obligation to use Customer’s feedback or to modify or enhance the Products in response to said Feedback.
- 4.2. Information about Devices. Arista Subscription Services collect (a) information about devices in and around Customer’s network, including, but not limited to, Media Access Control (MAC) addresses and Internet Protocol (IP) addresses of devices in Customer’s network(s) and/or of devices that are in the radio frequency (RF) proximity of location(s) for Arista Cognitive WiFi (b) additional information about these devices such as information about device activity, host name, configuration, operating system, and login identities used from the devices ((a) and (b) “**Device Information**”). In the case of Arista Cognitive WiFi, the collection of Device Information is enabled by default and is essential to provide wireless connectivity, monitoring and security for your network. Customer may choose not to give Arista Device Information by not using the Subscription Services.
- 4.3. Information about Users. In addition to information described in Section 4.2 above, the Subscription Services have the ability to capture additional information depending on which features Customer chooses to enable. If Customer chooses to enable any optional functionality in Subscription Services that takes as input or collects information about users accessing Customer’s network (“**User Identities**”), Arista will receive and store such information in accordance with the data entry and/or configuration settings Customer makes. By way of example and not limitation, if you choose to enable captive portal functionality along with guestbook, social media, SMS or web form plugins in Arista’s Cognitive WiFi Platform, Arista will receive and store User Identities input by Customer or configured by Customer to be collected from users of Customer’s wireless network. Arista will receive and store User Identities utilizing data protection tools and techniques in accordance with industry practices. Arista will correlate User Identities with Device Information, including but not limited to the identity of a user’s device, time stamps of a user’s wireless access to/presence near/location with respect to a wireless network, data volume transacted through the wireless network by a user and websites accessed by a user.
- 4.4. Consent. Although Arista receives and stores User Identities as input by Customer, or configured by Customer to be collected from users of Customer’s wireless network and correlates User Identities and Device Information, Customer owns Customer Data. Customer is solely responsible for ensuring, and Customer hereby represents and warrants, that Customer’s provision, collection, processing, and use of Customer Data will (and for so long as Customer uses the Subscription Services will continue to), comply with applicable laws and third party terms and conditions of use, and privacy and security best practices. Customer hereby agrees to indemnify and hold Arista harmless for any loss, damage, expense, cost or claim (including reasonable attorneys’ fees), arising from Customer’s failure to comply with this provision or applicable laws. Arista will not disclose such Customer Data without Customer’s consent except to third party service providers who perform services on Arista’s behalf and who have a duty of confidentiality to Arista. Arista may also

disclose this information if Arista believes disclosure is appropriate: (a) to comply with the law; (b) enforce this Agreement; or (c) protect the rights, property, or safety of Arista, Arista's users, or others. Customer acknowledges and agrees that any information that is collected by, or provided to Arista may be stored, accessed and processed in the United States, India, or in any country in which Arista, its, affiliates, subsidiaries or agents maintain facilities.

4.5. License to Customer Data. Customer Data, some of which may be personally identifiable to you or users of your network, is necessary for the functionality of the Subscription Services. Customer represents and warrants that it has all rights necessary to provide Customer Data to Arista as set forth herein and as Customer controls the settings in the Subscription Services. For Arista's part, all such Customer Data shall be handled according to the terms of this Agreement. Customer requests that Arista improve the operation of the Subscription Services and development of Arista's equipment, software or services, although it recognizes that such development will be in Arista's sole discretion as to features, functionality, or other improvements. Pursuant thereto, Customer grants to Arista the perpetual, world-wide right to use such Customer Data to provide the Subscription Services and to improve the operation of the Subscription Services and for the development of Arista's equipment, software, or services. With respect to Customer Data used to improve or develop the Subscription Services, Arista's equipment, Arista will use such data in an anonymized or pseudo-anonymized form. Customer Data will be considered Confidential Information and is subject to the Confidentiality obligations of Section 8 of the Agreement.

5. **Warranty.** Arista warrants, during the applicable Subscription Period, the Subscription Services will perform materially in accordance with the applicable standard Arista specifications and the Documentation. The sole and exclusive remedy of Customer and the entire liability of Arista under this limited warranty is described in Sections 8.2 (Termination) and 8.3 (Effect of Termination) of this Exhibit C.

6. **Third Party Software.** If, in connection with Customer's use of the Subscription Services, Customer uses any third-party software, Customer's use of such software shall be governed by the terms and conditions of the agreement under which Customer licenses such software from the third party. Customer shall defend, indemnify, and hold Arista and its affiliates and their respective officers, directors, employees, affiliates, subsidiaries, agents, licensors, suppliers, service providers and representatives (collectively, the "**Affiliated Entities**") harmless against any liabilities, losses, damages, claims, demands, fees, expenses and other costs of any kind or nature, including, without limitation, any attorney fees, expert fees, filing fees, judgments, awards and settlement amounts associated therewith, as and when incurred, arising out of or related to Customer's use of third-party software in connection with the Subscription Services.

7. **Indemnification.**

7.1. Customer Indemnity. Customer shall defend Arista, its Affiliated Entities against any claims, demands or proceedings and pay any liabilities, losses, damages, fees, expenses and other costs of any kind or nature, including, without limitation, any attorney fees, expert fees, filing fees, judgments, and settlement amounts associated therewith, as and when incurred, arising out of or related to Customer's use of the Subscription Services or any breach or alleged breach by Customer or any of Customer's employees, representatives or agents of any obligation, representation or warranty contained in this Subscription Agreement.

7.2. Infringement Indemnity. Arista will defend Customer against any claim, demand, suit or proceeding brought against Customer by a third party that the Subscription Services infringe a United States copyright or an existing United States patent issued as of the commencement of the Subscription Services (a "Claim") and pay any amounts finally awarded or agreed to in settlement of any such

Claim. Arista's obligation specified in this paragraph will be conditioned on Customer notifying Arista promptly in writing of the claim or threat thereof and giving Arista full and exclusive authority for, and information for and assistance with, the defense and settlement thereof.

If such a Claim has occurred, or in Arista's opinion is likely to occur, Customer agrees to permit Arista, at its option and expense, either to: (a) procure for Customer the right to continue using the Subscription Services; or (b) replace or modify the same so that the Subscription Services become non-infringing; or (c) if neither of the foregoing alternatives is reasonably practicable, immediately terminate Arista's obligations and Customer's rights under this Agreement with regard Subscription Services, refund to Customer a prorated amount of the price originally paid by Customer to Arista for the Subscription Services based on the remainder of the term left in the applicable Subscription Services term.

Notwithstanding the foregoing, Arista has no indemnification obligation or other liability for any of the foregoing: Any Claim based upon (i) the combination, operation, or use of the Subscription Services provided hereunder with, equipment, devices, or software not supplied by Arista; (ii) services offered or used by Customer through the use of the Subscription Services or revenue received by Customer from such services; (iii) alteration or modification of the Subscription Services by Customer or other entities.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ARISTA AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THE FOREGOING IS GIVEN TO CUSTOMER SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND ARISTA DISCLAIMS, ALL WARRANTIES OF NON-INFRINGEMENT.

8. Subscription Term and Termination.

- 8.1. Term. Each Subscription Period will commence on the date Arista makes the Subscription Services available to Customer and shall continue for the Subscription Period specified on the Order Form unless terminated sooner pursuant to this Section 8.
- 8.2. Termination. The Subscription Services may be terminated immediately upon written notice by either party if (i) the other party has failed to cure a breach of any material term or condition under the Agreement and/or this Subscription Agreement within thirty days after receipt of notice from the other party including a detailed description of such breach (ii) either party ceases to carry on business as a going concern, either party becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.
- 8.3. Effect of Termination. Upon the termination or expiration of the Subscription Services Customer's right to use the Subscription Services shall immediately terminate. Both parties shall return all of the other party's Confidential Information to such party or will certify its destruction. If Customer terminates the Subscription Services under Sections 8.2, Arista shall refund to Customer a prorated amount of the fees prepaid by Customer to Arista for the Subscription Services based on the remainder of the term left in the applicable Subscription Period. If Arista terminates this Agreement or the Subscription Services under Section 8.2 Customer shall pay Arista all amounts owed within fifteen days of such termination. Sections 2, 7 and 8 of this Exhibit C shall survive termination of this Agreement.