Terms and Conditions

These Terms and Conditions ("**Terms and Conditions**"") apply to all purchases of any goods or services (the "**Products**") provided by Arista Networks, Inc. or one of its affiliates or subsidiaries ("**Arista**") to you (the "**Customer**").:

Formation of Binding Order. Arista has provided one or more quotes (each, a "**Quote**") for Products to Customer. Each Quote is an offer to sell, and any purchase order issued by Customer in response to such quote ("**Purchase Order**") shall, upon issuance by Arista of its written order confirmation (the "**Order Confirmation**"), constitute acceptance of the offer and the creation of a binding order (the "**Order**"). Each Purchase Order must be (i) manually signed by an authorized representative of the Customer, (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 Products, quantity, price (consistent with the Quote), total purchase price, shipping instructions (if relevant), requested delivery dates, bill-to address, tax exempt certifications, if applicable, and any other special instructions. All Purchase Orders are subject to approval and acceptance by Arista as provided by an Order Confirmation. The terms of each Order is expressly limited to the terms of the Quote, the Order Confirmation, and those set forth in this Agreement. Arista expressly objects to any additional or different terms in the Purchase Order(s) or other correspondence submitted by Customer, and any such conflicting terms are expressly rejected by Arista. Each purchase of Products by the Customer from and after the Effective Date shall be governed by the terms of this Agreement, as supplemented by the relevant Quote and Order Confirmation, unless Customer and Arista have entered into new terms and conditions to govern any such subsequent purchases. The Products are solely for the Customer's use and may not be transferred, assigned, or resold by Customer to competitors of Arista without prior written consent of Arista.

Order Modifications. For the first two years of the Term (as defined below), each Order for Products that are hardware and any related support shall constitute a binding commitment by Customer and cannot be cancelled or modified prior to shipment except as follows : (a) where noncancellation is prohibited by law; (b) shipments may be deferred for no more than thirty (30) days from the expected Shipping Date, provided written notice is received by Arista at least ten (10) days before the originally scheduled Shipping Date; and (c) rescheduled Orders or configuration change requests received less than ten (10) days before the original expected Shipping Date will be subject to acceptance by Arista. After the first two years of the Term, Orders may be modified subject to the following policy: (a) shipments may be deferred for no more than thirty (30) days from the expected Shipping Date, provided written notice is received by Arista at least ten (10) days before the originally scheduled Shipping Date; and (b) cancelled orders, rescheduled orders or configuration change requests received less than ten (10) days before the original expected Shipping Date will be subject to acceptance by Arista. In all cases, Arista reserves the right to reschedule delivery within ten (10) days of scheduled shipment and Arista may suspend or cancel any Order prior to shipment if Customer materially breaches this Agreement, fails to make payments when due, or Arista believes in good faith that Customer's ability to make payments may be impaired. In the event of the foregoing, Arista may notify Customer that all outstanding amounts under all Orders are immediately due and payable.

Shipping Terms and Risk of Loss. Shipping terms shall be Ex Works Arista's facility (INCOTERMS® 2020) United States, Amsterdam, Netherlands, Singapore or other Arista designated shipment point. Title (other than to licensed software) and risk of loss or damage to Arista Products shall pass from Arista to the Customer at the shipping point. For Products that are hardware, delivery and acceptance by Customer shall be deemed to have occurred at the shipment point. For Products that are software only, delivery and acceptance by Customer shall be deemed to have occurred on the date that the software has been made available for download by the Customer unless the Order specifies otherwise. Customer shall be responsible for all freight, handling, and insurance charges subsequent to delivery. Shipping dates may change due to unpredictable market trends or other causes beyond Arista's reasonable control. Following delivery, Products may only be returned if defective, and then, only in accordance with Arista's Hardware Replacement Process set forth under the Limited Warranty (defined below).

Security Interest. Arista retains a purchase money security interest in the Products until paid in full. Customer will cooperate with Arista as requested by Arista to perfect any Arista security interest in the Products.

Invoicing and Payment. Customer shall pay Arista in full for all Arista Products purchased under this Agreement. Payment terms shall be net thirty (30) days from the date of invoice. Any sum not paid 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. Failure to pay any amounts when due shall constitute a material breach for which Arista may seek immediate redress, including but not limited to, requiring the return of all Products that have not been fully paid for and the termination of all service agreements.

Taxes. The purchase prices of Products do not include any foreign, federal, state, or local taxes, or sales, use, excise, ad valorem, value-add, withholding or other taxes, tariffs, or duties that may be applicable to the purchase of Arista Products. 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 unless such payment is required for the specific Products under local tax laws. Upon mutual written agreement between Customer and Arista, Customer may withhold such tax provided it promptly sends Arista a copy of the withholding tax certificate or equivalent document that will be submitted to the local tax authority. When Arista has the legal obligation to collect taxes related to an Order, the appropriate amount shall be added to Customer's invoice and paid by Customer unless Customer provides Arista with a valid tax exemption certificate prior to issuance of a purchase order. Such certificate must be in a form authorized by the appropriate taxing authority.

Software. The use of any software embedded within, or otherwise provided in connection with, the Products shall be subject to the terms of the Arista End User License Agreement which may be found at https://www.arista.com/assets/data/pdf/software-agreement/EndUserLicenseAgreement.pdf (as Arista may update at any time upon its sole discretion).

Warranty. The only warranty that Arista provides with respect to the Products is the written limited warranty statement provided with the Products or as otherwise set forth at https://www.arista.com/assets/data/pdf/Warranty.pdf (the "**Limited Warranty**").

Disclaimer. EXCEPT FOR THE LIMITED WARRANTY STATEMENT SPECIFIED IN THIS SECTION ABOVE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTIBILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF KNOWN TO ARISTA), NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW. FURTHER, ARISTA DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT CUSTOMER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Contemporaneous Agreements. Any maintenance, support, or professional services purchased from Arista are provided under the terms of Arista's Master Services Agreement which may be found at https://www.arista.com/assets/data/pdf/MasterServicesAgreement.pdf (as Arista may update at any time upon its sole discretion), and any cloud hosted services or software as a service purchased from Arista are provided under the terms of Arista's cloud services subscription agreement which may be found at https://www.arista.com/assets/data/pdf/Cloud_Services_Subscription_Agreement.pdf (as Arista may update at any time upon its sole discretion). The terms of the nondisclosure agreement by and between the parties hereto are incorporated herein; if no such agreement has been entered into, the confidentiality provisions of Arista's Master Services Agreement are incorporated herein regardless of whether any maintenance, support, or professional services have purchased from Arista.

Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF ARISTA AND ITS SUPPLIERS 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 THREE (3) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

Terms and Conditions

Waiver of Certain Damages. IN NO EVENT SHALL ARISTA OR ITS SUPPLIERS, MANUFACTURERS, DISTRIBUTORS OR RESELLERS 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 OR ITS SUPPLIERS, MANUFACTURERS, DISTRIBUTORS OR RESELLERS 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.

Export Sales and Export Controls. Customer acknowledges that the Arista Products, including any related services and technology, or direct products thereof (collectively, "**Arista Technology**") are subject to export controls and sanctions under the laws and regulations of the Territory, the United States (U.S.), the European Union and other relevant territories ("**Export Regulations**") and Arista reserves the right to terminate an Order it believes would violate applicable Export Regulations. Customer shall comply with Export Regulations governing use, export, re-export, and transfer of Arista Technology, and will obtain all required authorizations, permits, or licenses. Customer represents that it is not subject to a comprehensive export prohibition, blocking sanction, or asset freeze administered by the U.S. or European Union. Arista and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations and licenses, and to take timely action to obtain all required supporting documentation.

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.

EU Sanctions. Without limiting the generality of any of the compliance obligations contained herein, Customer shall not sell, export, or re-export, directly or indirectly, any Arista Technology to the Russian Federation, Belarus, or the non-government-controlled regions of Ukraine (collectively, the "**Sanctioned Regions**") or for use in the Sanctioned Regions. Furthermore, Customer shall use best efforts to ensure that no third party involved with Customer's supply chain sells, exports, or re-exports, any Arista Technology directly or indirectly, to a Sanctioned Region, and Customer shall establish and maintain an adequate monitoring mechanism to enforce this obligation. In addition, Customer shall immediately inform Arista of any violations of this paragraph and shall make available to Arista information concerning compliance with the obligations under this paragraph within two weeks of delivery of Arista's written request for such information. Any violation of this paragraph shall constitute a material breach of an essential element of this Agreement and (a) shall void Arista's warranty obligation concerning the Arista Products shipped in violation of this Paragraph and (b) entitle Arista to seek appropriate remedies, including, but not limited to (i) termination of this Agreement and (ii) a penalty in the amount of the price of the goods exported.

Special Terms Applicable Only to Third Party Financed Transactions. If the Customer is financing the purchase of the Products through a third party financing entity (a "**Lender**"), the following special terms shall apply: The Lender shall submit the Purchase Order to Arista. Arista shall invoice the Lender and the Lender shall have the obligation to make all payments under this Agreement in accordance with the terms hereof. A payment default by the Lender shall cut off Customer's rights to use the Products and shall trigger an immediate obligation to return the Products. Any terms and conditions contained in any agreement between the Customer and the Lender which would extend or delay such payment obligations are hereby rejected. Customer shall remain primarily liable for the obligation to pay all amounts due under any Orders, and Lender further agrees that this Agreement does not affect Arista's ability to collect payment directly from Customer. The Products shall be shipped to the Customer but the Lender shall take ownership and risk of loss of the Products at the point of shipment. Lender will cooperate with Arista to perfect any Arista security interest in the Products and will not transfer the loan or Products to a third party without the prior written consent of Arista.

Notices. All notices under this Agreement shall be provided by email as follows: If to Arista to legal@arista.com; If to Customer, to the email address provided in the Customer's ordering documents or as otherwise provided in writing by Customer. Notices shall be deemed received one business day after being sent by e-mail.

Term/Termination. The term of this Agreement (the "**Term**") shall be effective from the Effective Date and shall continue until one party delivers thirty (30) days prior written notice to the other Party of termination of this Agreement. Termination of this Agreement shall not terminate Customer's obligations under any outstanding Orders nor constitute a waiver of any amounts due. The provisions of this Agreement which by their nature are intended to survive termination shall survive.

Governing Law; Consent to Jurisdiction; Venue. (a) If the Products have or will be provided by Arista Networks, Inc., the validity, interpretation, and performance of this Agreement, and any Orders delivered in connection herewith, 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 and the parties consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California. (b) If the Products have or will be provided by any other Arista entity, the validity, interpretation, and enforcement of this Agreement, and any Orders delivered in connection herewith, shall be governed by the domestic laws of the Republic of Ireland and the courts of Ireland shall have exclusive jurisdiction over any claim arising hereunder, and the parties consent to the exclusive jurisdiction of the courts located in Ireland for all purposes related to this Agreement. (c) Service of any process, summons, notice or document by written means pursuant to this Agreement shall be effective service of process for any action, suit or proceeding brought against any party hereunder in any such courts. (d) Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's proprietary rights. (e) The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement.