

These Terms and Conditions ("Terms and Conditions") shall apply to all purchase orders ("Purchase Order(s)"), hard copy or electronic, involving the purchase by Arista Networks, Inc. or its affiliates and subsidiaries ("Arista") of any goods or services provided by a supplier.

General; Terms of Purchase. The Purchase Order, together with these Terms and Conditions, and any attachments or other documentation expressly incorporated therein by reference, constitutes the entire agreement between Arista and the supplier identified in the Purchase Order (the "Supplier") with respect to the sale and purchase of goods and services set forth in the Purchase Order (including any deliverables which result from the performance of services). Arista submits the Purchase Order subject to the condition that the Purchase Order and these Terms and Conditions are accepted in whole and that any terms or conditions to purchase of such goods and services that are different from or in addition to the terms set forth in the Purchase Order or these Terms and Conditions which are communicated or contained in any quotation, bid, proposal, confirmation, invoice, acknowledgement, acceptance or other written or oral communication are hereby rejected and objected to by Arista and shall not form a part of the Purchase Order, even if Supplier conditions its quotation, bid, proposal, confirmation, invoice, acknowledgement, or acceptance of the Purchase Order on Arista's agreement to such different or additional terms. To the extent that the Purchase Order is provided in response to a Supplier offer to sell, Arista's acceptance of that offer is expressly conditional on Supplier's assent to the Purchase Order and these Terms and Conditions and Arista's rejection of any Supplier terms or conditions associated with its offer. Arista's failure to object to any provision in any of Seller's documentation shall not constitute a waiver by Arista of its terms nor an acceptance by Arista of any such provisions. The Purchase Order and the Terms and Conditions shall be deemed to have been accepted by the Seller upon the receipt by Arista of any written or oral communication, signing or returning a copy of the Purchase Order, shipment or delivery of the goods, performance of any services or return of Seller's own form of confirmation, invoice or acknowledgement.

Prices. If pricing is not specified in the Purchase Order, the goods and/or services shall be charged at prices not exceeding the lowest price previously quoted to Arista or Seller's standard prices in effect at the time of the date of the Purchase Order, whichever is lower. Supplier shall not assess any extra charges of any kind, including interest charges, service charges, packaging, freight, taxes, or carrying charges, unless shown separately on the invoice and agreed to in writing by Arista. Arista shall not be responsible for payment of taxes imposed and based, wholly or partially, upon Supplier's revenues or profits.

Payment. The standard payment terms under this Purchase Order shall be net 45 days from the date of delivery and acceptance of the goods or services, unless otherwise expressly specified on the Purchase Order or agreed to in writing by Arista. The purchase price hereunder shall be payable in U.S. dollars. Payment of all invoices for items shipped directly by Supplier to Arista or its designee shall, if requested by Arista, be subject to documentary proof of delivery provided by Supplier. To the extent Arista chooses, or is forced, to expend amounts due to any breach of Supplier of the terms of any Purchase Order or these Terms and Conditions, Arista may offset such amounts from the invoiced amount(s). Arista will not be liable for any late payment charges unless Seller has given Arista adequate warnings that payment in whole or in part is outstanding. Arista will not be obligated to pay Supplier for any goods or services if Supplier presents the invoice for such goods or services more than 180 days after the date the applicable fees are due.

Warranties. Supplier expressly warrants to Arista that (a) any goods provided hereunder will be of quality material and good workmanship; free of defects in design, workmanship, material and manufacture; conform to specifications, drawings, data and samples; and are merchantable and fit for the purposes sold and (b) any services furnished hereunder will be of quality in compliance with customary standards in the industry for such services; in conformance with all statements made by Supplier, or its agents, or contained in Supplier's advertising or promotional material; and provided in compliance with the Purchase Order, the Terms and Conditions and Arista's specifications communicated to Supplier. Supplier also expressly warrants that the goods and/or services will not infringe upon, misappropriate or violate any third party's personal, contractual or proprietary rights, including patent, copyright, trademark, trade name, trade secret or other proprietary rights. If the goods are software, Supplier additionally warrants that such software does not contain any viruses, Trojan horses, time bombs or other intentionally destructive or disabling devices and that the medium on which the software is recorded is free from defects in materials and workmanship. The warranties contained herein are in addition to any other warranties offered by Supplier or otherwise available under applicable law. Supplier will assign to Arista any applicable manufacturers' warranties.

Acceptance; Inspection; Notice of Defect or Breach. The purchase of any goods or services under any Purchase Order shall be subject to final inspection and acceptance by Arista within a reasonable period of time after delivery to Arista. Arista shall not be deemed to have accepted any goods or services, or waived any breach by Supplier, as a result of any payment, retention or use of goods or services. Notices of non-conformance, defects or other breach will be considered timely if made by Arista within a reasonable time after discovery. Failure by Arista to state a particular defect upon rejection or notice of breach shall not preclude Arista from relying on unstated defects to justify rejection or establish breach. If any goods or services are defective or not in conformity with the specifications of the Purchase Order, Arista may, at its option, reject it, require its correction or accept it conditionally. Any goods that have been rejected or are required to be corrected shall be replaced or corrected by and at the expense of Seller promptly after notice. Supplier will bear all risk of loss associated with rejected goods and will promptly reimburse Arista for all unrecovered reasonable expenses incurred by Arista in connection therewith.

Cancellation of Purchase Orders. Arista (in addition to all of its other rights) may cancel any Purchase Order, in whole or in part, by written notice if (a) Supplier becomes insolvent or makes a general assignment for the benefit of creditors, (b) a petition is filed or if proceedings are commenced against Supplier under any foreign or domestic bankruptcy laws, (c) Supplier defaults in the performance of any of its obligations under any Purchase Order or these Terms and Conditions, (d) Arista, having reasonable grounds for insecurity with respect to the due performance of Supplier, has not received satisfactory assurance of Supplier's due performance within 5 days after Arista's written demand for the same, or (e) for convenience upon written notice to Supplier. In such event, Arista shall not be liable for any termination, cancellation or restocking fees or charges.

Changes. Arista may at any time, in writing and communicated to Supplier in hard copy and/or by electronic transmission, make changes within the general scope of any Purchase Order. If any such change causes an increase or decrease in the cost, or the time required for the performance, of any work under an Purchase Order, an equitable adjustment shall be made in the contract price or delivery schedule or both, and the affected Purchase Order shall be modified in writing accordingly. Any claim by Supplier for adjustment under this clause must be approved by Arista in writing before Supplier proceeds with such change. Price increases shall not be binding on Arista unless evidenced by a Purchase Order change notice or revision to the affected Purchase Order issued and acknowledged in writing by Arista.

Delivery Terms. TIME AND QUANTITY ARE OF THE ESSENCE FOR PURCHASE ORDER(S) SUBMITTED TO SUPPLIER. Unless otherwise expressly specified on the Purchase Order or agreed to in writing by Arista, Supplier shall deliver the goods, DDP (INCOTERMS 2013) at the time and place specified in the Purchase Order. All risk of loss or damage to the goods Purchase Ordered hereunder shall pass to Arista when, but not until, such goods have arrived at Arista's delivery destination(s) specified in the Purchase Order and are accepted by Arista. Unless otherwise agreed to in writing by Arista, Arista shall not be liable in any respect for any material commitments or production arrangements made by Supplier in excess of the amount or in advance of the time necessary to meet Arista's delivery schedule. Goods shipped to Arista in advance of schedule may be returned to Supplier at Supplier's expense.

Packaging. All goods shall be packed, marked and otherwise prepared for shipment in a manner which is in accordance with good commercial practice and ICC regulations, acceptable to common carriers and adequate to insure safe arrival of the goods to the designated destination.

Indemnification by Supplier. Supplier agrees to indemnify, defend, and hold harmless, at Supplier's sole cost and expense, Arista and its affiliates, and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, losses, liabilities, damages, royalties, demands, suits, causes of actions, proceedings, judgments, costs and expenses (including attorneys' and other professional fees)("Claims") in connection with (a) Supplier's breach of warranty, negligence, willful misconduct, fraud, misrepresentation or violation of law, (b) any alleged or actual infringement, misappropriation or violation

of any patent, copyright, trademark, trade name, trade secret or other proprietary right of another party relating to the manufacture, maintenance, distribution, importation, sale or use of the goods or the performance of the services or (c) any property damage, personal injury or death which results from the goods or services provided hereunder. Arista, at its option and expense, may participate in the defense of any such Claim concerning matters that relate to Arista. In no event shall Supplier enter into any settlement of any such Claim without Arista's prior written approval, which shall not be unreasonably withheld. Arista's approval of any settlement shall not be deemed a waiver by Arista of any insurance coverage that may be available to Arista. Seller shall allow Arista to pass through the intellectual property indemnification to its customers and/or end user customers. If any injunction, exclusion order, or other order is issued, or in Arista's reasoned opinion is likely to be issued, which could interfere with Arista's or Arista's customers' full use of the goods and services, Supplier shall, at its sole expense and in addition to any other remedies provided for in these Terms and Conditions, at Arista's option: (i) procure for Arista and Arista's customers the right to continue using the goods and services free from any liability for infringement or misappropriation; (ii) replace or modify the goods or services with those of equivalent quality, functionality, and performance, including goods and services in the possession of Arista's customers, to allow Arista and Arista's customers to fully use the same without infringement or misappropriation; or (iii) if (i) and (ii) are not commercially reasonable, in Arista's opinion, refund to Arista the purchase price of all affected goods and services.

Insurance. Unless specifically waived in writing by Arista upon request of Supplier, Supplier shall maintain, at Supplier's expense, commercial general liability insurance, including coverage for goods/completed operations, with an insurance company licensed to do business in the United States earning a minimum A.M. Best rating of A, Financial Size category X or greater. Such insurance shall provide for minimum limits of US\$1,000,000 bodily injury and US\$1,000,000 property damage per occurrence, and a goods liability aggregate limit of at least US\$5,000,000 and statutory Worker's Compensation coverage. All such insurance shall be primary over any and all other collectible insurance. All policies of such insurance shall provide that coverage thereunder shall not be terminated or changed without at least 30 days prior written notice to Arista, and Supplier shall furnish original certificates of insurance and evidence of renewals. The purchase of such insurance and furnishing of such certificates shall not limit Supplier's obligations hereunder or modify Supplier's agreement to indemnify Arista as set forth herein.

Force Majeure. Arista will be not liable for failure to perform under any Purchase Order or these Terms and Conditions to the extent such failure is caused by fire, strike, act of God, act(s) of terrorism, war, authorization of law, embargo, accident or other causes beyond its reasonable control.

Confidentiality. During the course of business, Supplier may gain information about Arista's operations, plans, equipment, finances, goods, processes, customers or other matters ("**Confidential Information**"). Supplier shall see that such information is kept confidential and not divulged to others except as authorized by Arista. Confidential Information shall not include information or knowledge that Supplier can show by competent written evidence (a) is known to Supplier before receipt thereof from Arista, (b) is disclosed to Supplier in good faith by a third party who had the right to make such disclosure, (c) is now or hereafter becomes part of the public domain essentially in its entirety through no fault on the part of Supplier, (d) is required to be disclosed by applicable laws or (e) is independently developed by Supplier, without use of the Confidential Information. The Confidential Information shall remain the exclusive property of Arista, and Supplier shall acquire no interest in or rights thereto under these Terms and Conditions or otherwise. At Arista's request, the other party shall promptly return to the disclosing party or destroy all tangible and intangible forms of Confidential Information of the disclosing party, including copies. These obligations shall continue beyond the termination of this contract.

Arista Property. Supplier agrees that all right, title and interest in and to any programs, systems, data, information, designs, specifications, ideas and other materials furnished to Supplier by Arista hereunder are and shall remain the sole and exclusive property of Arista, and all such items shall constitute Confidential Information of Arista. In the event any of Arista's intellectual property is embodied in, attached to or associated with any goods supplied by Supplier hereunder, such intellectual property shall remain the property of Arista and Supplier shall acquire no rights therein and shall make no use thereof or claim thereto, except a non-exclusive license to use the same as may be required to produce and deliver the goods to Arista pursuant to the Purchase Order for same. Further, Arista shall solely own all rights and all right, title and interest to all related intellectual property embodied therein or represented thereby.

Work Product. Supplier agrees that all right, title and interest to all Work Product, all copies thereof and all related intellectual property embodied therein or represented thereby is the sole property of Arista. "Work Product" means all service deliverables provided to Arista under these Terms and Conditions including, but not limited to, all know-how, techniques, inventions, discoveries, improvements, trade secrets, copyrightable matter or any other work developed or produced during the performance of service agreed to under these Terms and Conditions. Supplier further acknowledges and agrees that all Work Product which constitutes patentable subject matter shall be and hereby is irrevocably assigned to Arista by these Terms and Conditions, together with all patent rights, both in the United States and everywhere else in the world, with respect to such Work Product. Supplier shall execute and deliver or shall cause Supplier employees to execute and deliver any applications, assignments or other instruments and papers necessary to secure United States and foreign letters patent, including continuations, continuations-in-part and divisions thereof, and to transfer to Arista all right, title and interest in such Work Product and patent rights, and to provide Arista all facts known to Supplier regarding such Work Product. Work Product shall be deemed to be a "work made for hire" under the United States copyright laws and all right, title and interest in and to such copyrightable works shall vest in Arista. Arista shall have the exclusive rights to copyright such works in its name as the sole author and owner thereof and to secure any and all renewals and extensions of such copyright throughout the world. In the event that any Work Product is determined not to be a "work made for hire" under the United States copyright laws, this Agreement shall operate as an irrevocable assignment by Supplier to Arista, and the copyright in and to such copyrightable work, including all right, title and interest therein, shall be and hereby is irrevocably assigned in perpetuity, to Arista. Supplier will execute all documents and perform all acts that Arista may reasonably request in a Purchase Order to assist Arista in perfecting the rights granted to Arista under this Section.

Compliance with Laws. Seller warrants that Seller shall at all times comply with all applicable laws, regulations and orders including, without limitation, any U.S. export control laws, the U.S. Foreign Corrupt Practices Act, equal employment provisions and health and safety regulations. Seller shall not export, import or re-export or authorize the export, importation or re-export of the goods or the performance of the services in violation of any such laws, regulations or orders.

Limitation of Liability. IN NO EVENT SHALL ARISTA BE LIABLE TO SUPPLIER, SUPPLIER'S AGENTS OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL, DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT ARISTA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IN ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE GOODS AND/OR SERVICES PURCHASED UNDER THE PURCHASE ORDER.

Audit. For a period of five (5) years from the date of the Purchase Order, Arista shall have access to, and the right to audit and examine, the books and records of Seller to the extent necessary to verify Seller's compliance with the provisions of the Purchase Order and these Terms and Conditions and/or the nature and extent of costs incurred under the Purchase Order.

Survival of Representations and Warranties; Cumulative Remedies. All of Supplier's representations, warranties and other undertakings, and Arista's rights and remedies hereunder, will survive the execution, delivery, performance or termination of any Purchase Order and the agreement evidenced thereby, and any inspection, testing, acceptance, payment or use of the goods and services provided thereunder. Such representations, warranties, undertakings, rights and remedies will inure to the benefit of Arista, its Affiliates, successors, assigns and customers. All remedies conferred upon Arista will be cumulative.

Notices. Any notice required or permitted hereunder may be given to Arista at Arista Networks, Inc., 5453 Great America Parkway, Santa Clara, CA 95054, Attention: Vice President, Manufacturing, and to Supplier at the mailing address set forth on Supplier's invoice as provided to Arista by any commercially reasonable written or electronic means and will be deemed given when delivered in person, when electronic delivery is confirmed, or two days after being sent by registered or certified US mail, postage prepaid, returned receipt requested.

Terms and Conditions

Assignability. Supplier will neither assign any Purchase Order nor any contract created under these Terms and Conditions, nor delegate or subcontract the furnishing of any goods or services, without the prior written approval of Arista, and no permitted assignment or subcontracting will relieve Supplier of its obligations hereunder or of any liability Supplier may have as a result of its failure to perform any of the terms hereof. Supplier is and shall remain an independent contractor.

Governing Law; Consent to Jurisdiction; Venue. All Purchase Orders, and the agreement(s) evidenced hereby, will be governed by and construed in accordance with the laws of the State of California, USA, without reference to its conflicts of laws principles. The parties consent to the exclusive jurisdiction and venue of the courts of proper subject matter jurisdiction located in Santa Clara County, California for all purposes related to Purchase Order(s) or any contract related to Purchase Order(s). Service of any process, summons, notice or document by written means pursuant to these Terms and Conditions shall be effective service of process for any action, suit or proceeding brought against any party hereunder in any such courts. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to these Terms and Conditions or any Purchase Order(s).

Entire Agreement. The Purchase Order, together with these Terms and Conditions, and any attachment or other documentation expressly incorporated therein by reference, shall constitute the COMPLETE AND FINAL AGREEMENT of Arista and Supplier regarding the purchase of the goods and/or services referenced in the Purchase Order, and shall supersede and merge all prior proposals, understandings and agreements regarding such goods and services, oral and written (except a prior, unexpired, written contract between the parties for the purchase/sale of goods or services that are the subject of this Purchase Order shall govern the transaction), between the parties, and may not be modified except by written agreement or modification signed by authorized representatives of both parties, notwithstanding any additional or other proposals or terms and conditions which may now or in the future appear on Supplier's quotations, bids, proposals, confirmations, invoices, acknowledgements, acceptances or other written or oral communications or transmissions (notification of objection thereto being given hereby), and any acceptance of shipments, payments or other similar acts of Arista. No course of dealing or manner of performance will constitute a waiver of any of these Terms and Conditions. If any term (or part of a term) of the Purchase Order or these Terms and Conditions is invalid, illegal, or unenforceable, the rest of the Purchase Order and Terms and Conditions will remain in effect.