

## Limited Warranty

The following terms and conditions govern the Limited Warranty for Hardware and Software products (collectively, "Products") provided by Arista Networks, Inc. ("Arista"). This Limited Warranty extends only to the original purchaser of a Product ("Customer") and is effective as of the date of purchase of such Product. For future purchases, please consult this page for current warranty information, as this Limited Warranty may be updated by Arista from time to time. To insure you receive up-to-date information and notices, please register your Product with Arista.

## Limited Warranty Start Date

"Start Date" as used in this policy means the date when the Arista Product is shipped from Arista's facilities or from an authorized Arista reseller to the Customer.

## Limited Hardware Warranty

"Warranty Period" as used in this policy means a period of one (1) year from the Start Date with respect to Arista hardware. Any Software embedded in the Arista hardware is subject to the Limited Software Warranty set forth below.

Arista warrants that for the applicable Warranty Period, the Arista hardware purchased by Customer ("Hardware") shall be free of defects in material and workmanship under normal authorized use consistent with the Product instructions. In the event that Arista receives notice during the Warranty Period that any Hardware does not conform to this Limited Warranty, Customer's sole and exclusive remedy, and Arista's sole and exclusive liability, shall be for Arista, at its sole option, to: (1) repair the Hardware at no charge, using new or refurbished replacement parts; (2) exchange the Hardware with new or refurbished Hardware; or (3) refund the purchase price of the Hardware. Arista's obligations hereunder are conditioned upon Customer's return of the Hardware (other than the Arista Access Point) to

Arista in accordance with the terms of this Limited Warranty. Arista will use commercially reasonable efforts to ship any replacement Hardware within ten (10) working days after Arista's receipt of the non-conforming Hardware. Actual delivery times may vary depending on Customer location. In order for the Arista Access Point hardware to be eligible for this Limited Warranty, the End User must have purchased and continuously maintained, without interruption, an Arista cloud managed WiFi subscription or Arista on premise maintenance.

### **Limited Software Warranty**

Subject to the terms of Arista's [End User License Agreement](#), Arista warrants for a period of 90 days from the Start Date that: (i) the media on which the Software is delivered will be free of defects in material and workmanship under normal authorized use consistent with the Product instructions; and (ii) the Software will perform substantially in accordance with Arista's standard specifications. Arista does not warrant that the Software will operate uninterrupted or error-free. In the event that Arista receives notice during the warranty period for Software that any Software does not conform to this Limited Warranty, Customer's sole and exclusive remedy, and Arista's sole and exclusive liability, shall be: (1) for Arista to replace the defective media; or (2) for Arista, at its sole option, to repair, replace or refund the Fees paid for such Software. Arista's obligations hereunder are conditioned upon Customer's compliance with the terms of Arista's [End User License Agreement](#). For purposes of this Limited Warranty, "Software" means any Arista software embedded in or installed on any Hardware when delivered to Customer, or any Arista software identified in a Purchase Order, invoice or proof of entitlement issued by Arista. With respect to any Software that is not shipped from Arista's facilities or from an authorized Arista reseller to the Customer, the "Start Date" shall mean the date when the Customer is granted access to the Software on the Arista website.

### **Restrictions**

This Limited Warranty shall not apply if the Hardware or Software: (i) has

been altered, except by Arista; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Arista; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, contamination, negligence, or accident. In addition, the Arista Hardware and Software are not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) any life-saving, life-support or life-critical medical equipment, and Arista disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for assessing the suitability of the Product for use in particular applications and backing up its programs and data to protect against loss or corruption. Arista's warranty obligations do not include installation support. No one is authorized to make any statement or representation altering the terms of this Limited Warranty.

## Hardware Replacement

Any defective Hardware can only be replaced if it references a return material authorization ("RMA") number issued by authorized Arista service personnel. To request an RMA number, Customer must contact Arista Technical Assistance Center ("Arista TAC") by sending an email to [support@arista.com](mailto:support@arista.com) that includes the serial number of the Hardware, date when the Hardware was purchased, and a description of the problem. Arista TAC will only assist Customer with RMA processing pursuant to the terms of this Limited Warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to Arista TAC will not be accepted after the expiration of the Limited Warranty period unless the Customer has purchased a valid service contract that is in effect as of the time of the call. The RMA number must be included on the outside carton label of the returned Hardware. Transportation costs, if any, incurred in connection with the return of a defective Hardware to an Arista repair center shall be borne by Customer. Arista shall pay any transportation costs incurred with the redelivery of a repaired or replaced Hardware. If, however, Arista reasonably determines that the returned Hardware is functional, the Customer shall pay any transportation cost. If Arista determines, at its sole discretion, that the allegedly defective Hardware is not covered by Arista's Limited Warranty, the cost of repair by Arista, including all shipping expenses, shall be paid by

Customer. Customer is responsible for backing up and saving any data, software, firmware or other information embedded in or saved on any returned Hardware, and Arista will not restore, save or return any such data, software, firmware or other information with any repaired or replaced Hardware.

Notwithstanding the foregoing, no return is required for an Arista Access Point. If Arista determines that an Arista Access Point is defective, a replacement unit will be provided pursuant to the terms of this Limited Warranty, and the defective Access Point will be de-provisioned and unable to be operated as soon as Arista decides to provide a replacement unit for the Access Point. This Limited Warranty only covers Access Points manufactured by an authorized Arista manufacturer and sold by Arista's distributors and resellers.

### **Disclaimer**

EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MEETING CUSTOMER'S REQUIREMENTS, NONINFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, COMPATIBILITY OR INTEROPERABILITY WITH ANY HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ARISTA, SATISFACTORY QUALITY, OR FREEDOM FROM INTERRUPTION OR ERROR, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ARISTA DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE PRODUCT WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. ANY PRODUCTS LICENSED OR PROVIDED UNDER AN EVALUATION LICENSE, ANY PRODUCTS PROVIDED WITHOUT CHARGING ANY FEE, ANY MODIFIED PRODUCTS AND ANY THIRD PARTY PRODUCTS ARE FURNISHED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. CUSTOMER MAY NOT MAKE A WARRANTY CLAIM AFTER EXPIRATION OF THE WARRANTY PERIOD.

TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

### **Limitation of Liability**

IN NO EVENT WILL ARISTA OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS, MANUFACTURERS, RESELLERS, DISTRIBUTORS OR LICENSORS BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOSS OF DATA, LOSS OF USE, INTERRUPTION OF BUSINESS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY OR THE USE OF OR INABILITY TO USE ANY PRODUCT, EVEN IF ARISTA OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS, MANUFACTURERS, RESELLERS, DISTRIBUTORS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF ARISTA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS, MANUFACTURERS, RESELLERS, DISTRIBUTORS OR LICENSORS TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID TO ARISTA BY CUSTOMER FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE

ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IN SUCH A CASE THE FOREGOING LIMITATION WILL BE APPLIED TO THE GREATEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW.