

PLEASE READ THIS MASTER SERVICES AGREEMENT (“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 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: WiFi Access Point Replacement Services 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 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, Professional Services or WiFi Access Point Replacement 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” or **“SOW”** means the document(s) agreed upon by Arista and Customer which define(s) the Deliverable Services (as defined below) to be performed under Exhibit B, and the Deliverables to be provided pursuant to such document.

1.17 “TAC” means Arista’s Technical Assistance Center.

1.18 “WiFi Access Point Replacement Services” means the replacement services Customer may elect to purchase, identified in Exhibit C of this Agreement and made available subject to the terms therein.

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 as specified in the relevant Arista quotation which shall be based on Arista’s then current list price 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 Services shall be invoiced upfront in advance unless otherwise agreed to in writing. 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 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.

7.2.1 Maintenance Services and WiFi Access Point Replacement Services purchased hereunder shall commence on the date of shipment of the Product to which such Maintenance Services apply. The term of Service 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.

7.2.2 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.

7.3 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.

7.4 This Agreement and/or any SOW hereunder may be terminated immediately upon written notice by either party under any of the following conditions:

7.4.1 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.

7.4.2 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.

7.4.3 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.

7.5 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).

7.6 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).

7.7 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.

7.8 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 forgoing, 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.

15.10 Privacy. Customer acknowledges that to the extent Arista collects or processes personal data from Customer, including that of Customer's personnel to provide the services, Arista does so in accordance with Arista's privacy policy available at: www.arista.com/en/privacy-policy, as updated by Arista from time to time. Arista uses personal data from Customer only in connection with the administration of the Agreement and in providing any sales, service or support for Customer. Customer represents and warrants that it has the right to disclose such personal data to Arista including any notice and consents necessary for Arista to process such data as set forth herein.

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 www.arista.com/assets/data/pdf/Warranty.pdf. Arista A-Care is offered for purchase 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 for the applicable term specified in the Purchase Order:

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 businessday.

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 Return-to-Base

2.2.2.1 Return to Base Advance Replacement is available only in countries where Arista has a parts depot.

Advance Replacement FRU parts will be shipped from certain Arista designated parts depot.

2.2.2.2 Advance Replacement FRU parts will ship the same 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. Standard delivery service (or other local equivalent service) times will apply and will vary based on the destination location.

2.2.3 A-Care 4-Hour:

2.2.3.1 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.

2.2.3.2 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 Four-Hour Response for on-site delivery of the replacement part.

2.2.3.4 No installation services are provided as part of this offering.

2.2.3 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 new Product addition(s) to installation locations.

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 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 for the applicable term specified in the Purchase Order. 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

1. CONSULTING SERVICES AND STATEMENT OF WORK.

1.1 Arista Professional Services shall either be provided solely on basis of the duration of Professional Services time with a usage metric (hours, days, weeks, months or years as applicable “**Time Metric**”) purchased (“**Consulting PS**”, as further defined below), or on a project deliverable basis where completion of the Professional Services is dependent on the delivery of agreed upon deliverables (“**Deliverable PS**”, as further defined below). If Consulting PS is being purchased, the ordering document must specify a quantity of Consulting PS being purchased and the Time Metric to measure use of the Professional Services. If Deliverable PS is being purchased the ordering document must not specify a quantity, or specify a single quantity and not include a duration measurement metric in the applicable SKU.

1.2 The scope of Deliverable PS is limited to what is agreed to in the applicable SOW. Prior to the provision of any Deliverable PS, Arista and Customer shall scope the terms of each engagement in the SOW which shall include, the specific Deliverable PS to be provided, the schedule for the provision of such Deliverable PS, deliverables that will be provided as a result of the Deliverable PS (if any “**Deliverables**”), the amounts payable for the performance of such Deliverable PS and must be signed by an authorized representative of both parties. If Customer purchases general technical consulting services on time duration basis in-addition to Deliverable PS under an SOW, the SOW shall govern Customer’s usage of any such general technical consulting services. 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.

1.3 The scope of Consulting PS is limited to the quantities of Arista Professional Services specified on the Arista approved ordering document, only includes general technical consulting services for Arista products and no Deliverables will be provided. Any Arista Professional Services having a scope beyond the foregoing, will be deemed Deliverable PS and shall require a SOW. Arista shall have no obligation to provide any Consulting PS unless Arista has approved a purchase order issued for the applicable Arista Professional Services that meets the Consulting PS definition. Customer shall have a limited usage period in which to use Consulting PS (“**Usage Period**”), which Usage Period varies depending on the quantity of Consulting PS purchased (“**PS Time**”), as set forth in the table below. Unless otherwise agreed in writing, PS Time not used by Customer within the relevant Usage Period, will expire and Customer will not receive a refund.

PS Time Purchased	Usage Period (from date of purchase)
Less than 15 days	3 months
Between 15 and 45 days	9 months
Between 46 and 75 days	12 months
Between 76 and 150 days	24 months; 75 days or more must be utilized within 12 months and any balance must be utilized within 24 months.
Above 150 days	36 months; 75 days or more must be utilized within 12 months, an additional 75 days or more must be utilized within 24 months and any balance must be utilized within 36 months.

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 Customersystems.

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 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.

4. INTELLECTUAL PROPERTY.

4.1 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. Arista retains all right, title and interest, including without limitation all intellectual property rights, in and to any Deliverables including any updates, upgrades, improvements or derivative works thereof. Nothing herein shall preclude Arista from developing, using or marketing services or materials that are similar or related to any Deliverables provided hereunder. To the extent Deliverables constitute modifications or enhancements to Arista's products and services, 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.

4.2 Any materials furnished by Customer for use by Arista shall remain the property of Customer, provided that Customer grants to Company a nonexclusive right and license to use such materials as reasonably necessary in connection with the Professional Services.

4.3 Customer hereby grants Arista a nonexclusive, fully paid up, royalty-free, worldwide, irrevocable, perpetual, transferable, sublicensable, rights and license to make, use, sell, offer for sale, import, disclose, reproduce, license, distribute, perform, display, transmit, modify, prepare derivative works or, and otherwise exploit any suggestions, enhancement requests, recommendations or other feedback and tangible embodiments thereof provided by Customer ("**Suggestions**"), including in connection with the development, modification, enhancement, provision, and support of Arista's current and future products and services any service, product, technology, enhancement, documentation or other development ("**Improvement**") incorporating, embodying, or derived from any Suggestion with no obligation to license or to make available the Improvement to Customer or any other person or entity.

5. NON SOLICITATION.

5.1 Customer agrees that for the term of any Professional Services engagement and for a period of one (1) year thereafter, Customer will not directly or indirectly, recruit, solicit, discuss employment with or engage any Arista personnel then assigned to provide any aspect of the Professional Services or Deliverables to Customer or its affiliates or who were so assigned within the previous one (1) year period, or induce any such individual to leave the employ of Arista. Notwithstanding the forgoing, Customer may hire or employ Arista personnel if Arista personnel independently engage Customer, without the use of a recruiter or any other recruiting mechanism which specifically targets Arista personnel. For the avoidance of doubt, Arista personnel shall be considered to have independently engaged Customer if, personnel is responding to a general solicitation for applications online or at a career fair.

Exhibit C: WiFi Access Point Replacement Services

This WiFi Access Point Replacement 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.

Arista or Arista Partner will offer the following WiFi Access Point Advance Replacement subject to geographic availability. Destination country importation and customs processes may condition delivery times. WiFi Access Point Advance Replacement WiFi-FRUs will be either new or equivalent to new at Arista's discretion, and the WiFi Access Point Advance Replacement WiFi-FRU may be of like or similar equipment or next generation equipment at Arista's discretion. Arista WiFi Access Point Replacement Service is offered for purchase in addition to Arista's warranty.

1. Definitions

1.1 "WiFi Access Point Advance Replacement" means shipment of replacement WiFi-FRU(s) in advance of receipt of failed/defective FRU(s).

1.2 "WiFi Access Point Field Replacement Unit (WiFi-FRU)" means a unit of Hardware or any component of a unit of WiFi access point Hardware, subject to size and weight limitations, which can reasonably be replaced at a Customer location.

2. Services. 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 Service where available and in accordance with the provisions of this Exhibit for the applicable term specified in the Purchase Order:

2.1 Access Point Replacement Service. Next business day WiFi Access Point Advance Replacement service is available in countries where Arista has a parts depot. In countries where an Arista parts depot is not available, Advance Replacement WiFi-FRU parts will be shipped the same day from the nearest parts depot. WiFi Access Point Advance Replacement WiFi-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 WiFi Access Point Advance Replacement WiFi-FRU parts will ship the next business day.

3. Responsibilities of Customer

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

3.2 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.

3.3 Customer will provide sixty (60) days' Notice to Arista of any requested new Product addition(s) to installation locations.

3.4 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, 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.

3.5 Customer is responsible for returning to Arista all defective or returned Product in accordance with Arista's RMA procedure. Arista's RMA procedure is available on the Arista Portal.

3.6 Customer is responsible for the following when receiving Advance Replacement FRUs and returning replaced Product under the WiFi Access Point Replacement Services:

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

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

3.6.3 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.

3.7 Customer acknowledges that it is only entitled to receive WiFi Access Point Replacement Service on the specific WiFi access points for which it has paid a separate fee for the applicable term specified in the Purchase Order. 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 Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, and power cords,).

4.3 Electrical or site work external to the Products.

4.4 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.

4.5 Services to resolve software or hardware problems resulting from third party products or causes beyond Arista or the Arista Partner's control.

4.6 Services for non-Arista software installed on any Arista Product.

4.7 Any Hardware upgrade required to run new or updated Software.

4.8 Services to the software portion of any Customer Programmable Product.