

NON-EXCLUSIVE DIRECT VALUE-ADDED RESELLER AGREEMENT

This Non-Exclusive Direct Value-Added Reseller Agreement ("**Agreement**") is entered into as of as of the date last written below ("**Effective Date**") by and between Arista Networks Limited ("Arista"), a private liability company incorporated in Ireland with its registered office at 70 Sir John Rogerson's Quay, Dublin 2, Ireland and _____ ("**Reseller**") a _____ corporation with a principal place of business at _____.

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

1. Non-Exclusive Direct Value-Added Reseller Agreement
2. Exhibit A: Territory
3. Exhibit B: Reseller Support Exhibit

IN WITNESS WHEREOF, the duly authorized representative of each party has executed this Agreement as of the Effective Date. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Reseller: _____

By: _____

Name: _____

Title: _____

Date: _____

Arista Networks Limited

By: _____

Name: _____

Title: _____

Date: _____

1. Definitions.

"Added Value" is the non-Arista component or portion of the total solution that Reseller provides to End Users. Examples of Added Value are pre- and post-sales network design, configuration, trouble-shooting, support and the sale of complementary products and services that comprise a significant portion of the total revenues received by Reseller from an End User of Arista Products and Arista Services. "Added Value" however does not include (i) telesales, catalog sales, and sales over the Internet if inbound communications from the prospective End User purchaser were exclusively prompted by something other than a face-to-face interaction between Reseller's sales representative and such prospective End User or (ii) financing options or sales over auction websites on the Internet.

"Arista Product(s)" means, individually or collectively, as appropriate, Hardware, Software, Documentation, supplies and other goods related to any of the foregoing, which Arista makes available to Reseller for Resale (or, in the case of Software, transfer of a license right to use such Software) under this Agreement.

"Arista Services" means one or more Arista branded services that Arista performs for End Users, including without limitation, maintenance and technical support.

"Arista TAC" means the Arista Technical Assistance Center.

"Distributor(s)" means an entity authorized by Arista to distribute and license Arista Products and Arista Services to resellers in the Territory.

"Documentation" means operating manuals, user instructions, technical literature and other written materials ordinarily provided by Arista with Arista Products, whether distributed in printed or electronic form.

"End User" means the final purchaser or licensee that acquires Arista Product(s) and/or Arista Services for its own internal use and not for Resale, remarketing or further distribution.

"Global Price List in USD" shall mean a list containing Arista Products and Arista Services that Arista may, at its discretion, make available to Reseller and list the prices at which Arista will sell such Products and Services to Reseller.

"Hardware" means the physical components of Arista equipment delivered to an End User as part of the Arista Products that Reseller has obtained from Arista.

"Marks" means any of the trademarks, service marks or logos claimed by Arista. Such Marks and the applicable qualifications requirements are set forth on Arista's website, www.aristanetworks.com.

"Non-Genuine Product(s)" means those products: (i) to which a Mark has been affixed without Arista's consent; (ii) that have not been manufactured by Arista or by a licensed manufacturer of Arista in accordance with the applicable license; (iii) are produced with the intent to counterfeit or imitate a genuine Arista Product, or (iv) an Arista Product where any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier have been removed, altered or destroyed.

"Point of Sale Information" means information provided by Reseller at the time of order placement to Arista or a Distributor containing information requested by Arista and/or such Distributor, including but not limited to:

- (a) Reseller's name and the identification number assigned to Reseller by Arista;
- (b) Each End User's name and address;
- (c) Ship-to name and address;
- (d) Serial numbers and Arista Product code of Arista Product shipped to each End User; and
- (e) Quantity of the Arista Product sold to each End User.

"Resale" means any of the following sales, dispositions or distributions of an Arista Product or Arista Service: (a) transfer of title (or, in the case of Software, transfer of a license right to use such Software, and, for Arista Services, the entitlement to receive such Arista Services) to the End User of such Arista Product or Arista Service or (b) transfer of title (or, in the case of Software, transfer of a license right to use such Software, and, for Arista Services, the entitlement to receive such Arista Services) to a financial intermediary such as a leasing company, even if such leasing company is affiliated with Reseller, where the Arista Product or Arista Service is used by an unaffiliated End User; provided, however that "Resale" as used herein does not include the purchase, license, sublicense, distribution or use of an Arista Product or Arista Service for the provision, to a customer or the general public, of any network

services. The verb “Resell” means to engage in Resale.

“**Reseller**” means the company that has executed or otherwise accepted this Agreement and registered with Arista to purchase Arista Products and/or Arista Services directly from Arista or a Distributor for Resale to an End User.

“**Software**” means the machine-readable object code, whether incorporated in the Hardware or delivered separately, for which Arista grants licenses for use. Notwithstanding anything to the contrary specified in, or pursuant to, this Agreement, no “sale” of any Software is conveyed pursuant to, or in connection with, this Agreement.

“**Territory**” means the geographic location (s) assigned by Arista to Reseller and outlined in **Exhibit A**.

“**Unauthorized Arista Product**” means any genuine Arista Product or Arista Service that Reseller purchases or acquires from, either directly or indirectly, any party other than Arista and/ or a Distributor or sells to any party other than an End User. Unauthorized Arista Products do not include Non-Genuine Products.

“**Update**” means a bug fix, error correction, patch or workaround for the Software that is provided by Arista to Reseller.

“**Website**” means any public or private network website operated by or on behalf of Arista.

2. Appointment and Responsibilities of Reseller.

2.1 Authorization. During the term of this Agreement and subject to its terms and conditions, Arista hereby appoints Reseller as a non-exclusive reseller of Arista Products and Arista Services to End Users located in the Territory, and Reseller hereby accepts this appointment. Unless otherwise expressly agreed in writing by Arista, Reseller is hereby authorized solely to (i) purchase and/or license Arista Products and Arista Services only from Arista directly or from a Distributor and (ii) Resell and/or distribute such Arista Products and Arista Services to End Users in the Territory.

2.2 Territory. Unless otherwise expressly agreed in writing by Arista, Reseller shall not, directly or indirectly Resell and/or distribute any Arista Products or Arista Services to any person or entity outside of the Territory or within the Territory whom Reseller knows or has good reason to believe is likely to use the Arista Products or Arista Services outside of the Territory. Reseller shall not solicit orders, engage salespeople, or establish warehouses or other distribution centers outside the Territory. Reseller shall promptly advise Arista of all inquiries or orders received by the Reseller relating to the supply of Arista Products or Arista Services outside of the Territory.

2.3 Arista Products and Arista Services. Reseller is authorized to sell only those Arista Products and/or Arista Services that are listed on the Global Price List in USD (as may be modified at any time by Arista in its sole and absolute discretion). Arista Services may be found at www.aristanetworks.com/media/system/pdf/A-CareServicesOverview.pdf. To the extent that Arista authorizes Reseller to offer shared support, such support shall be provided in accordance with Exhibit B.

2.4 End User Agreements. The use of the Software by any End User shall be subject to the end user license agreement located at www.aristanetworks.com/media/system/pdf/EndUserLicenseAgreement.pdf (which may be updated at any time at the sole discretion of Arista by notice to the Reseller or via the Arista website)(the “**EULA**”). The provision of any support services by Arista to any End User shall be subject to the master services agreement (which may be updated at any time at the sole discretion of Arista by notice to the Distributor or via the Arista website)(“**MSA**” and, together with the EULA and Limited Warranty (defined below), the “**End User Agreements**”). Reseller shall provide the End User Agreements to each to each End User and shall require each End User to be bound by the terms of the End User Agreements prior to, and as a condition of, any Resale of Arista Products or Arista Services to such End User. Reseller shall notify Arista promptly of any breach of any of the terms of the End User Agreements, and further agrees that it will assist Arista to diligently pursue action against any third parties in breach thereof.

2.5 Added Value Requirement. Reseller shall only Resell the Arista Products or Arista Services to an End User if it also provides Added Value. Reseller must be able to demonstrate Arista Products to prospective End Users at the End User’s location and make professional services available for each Arista Product Resold by Reseller.

2.6 Public Sector Sales. Reseller shall not, directly or indirectly, Resell and/or distribute any Arista Products or Arista Services to any agencies, departments or entities whatsoever (whether or not within the Territory, in whole or

in part, but) which either form part of, or are subject to the procurement requirements of, any federal, state, or local government of any of the United States of America or foreign country (including, for example, but without limitation, embassies, military bases, etc.) unless Reseller has been approved by Arista as a Federal Reseller under the terms of Arista's then current Public Sector Reseller Program and in accordance with the additional terms set by Arista. Arista may withhold such consent at its sole discretion or, alternatively, impose any conditions or qualifications as it may in its sole discretion see fit as conditions to grant its consent. Arista reserves the right to modify the terms of its Public Sector Reseller Program and any related terms at any time.

2.7 Non-Genuine Products or Unauthorized Arista Products.

(a) Reseller acknowledges that purchase and Resale of Non-Genuine Products or Unauthorized Arista Products, or the Resale of Arista Services associated with any such Non-Genuine Products or Unauthorized Arista Products, are not within the scope of this Agreement. Reseller shall not purchase, license, acquire, use, promote, Resell or distribute any Non-Genuine Products or Unauthorized Arista Products. Reseller shall notify Arista promptly upon it becoming aware of the existence or suspected existence of any Non-Genuine Products or Unauthorized Arista Products in possession of any third parties. Reseller is not entitled to the rights granted herein with respect to the Resale of such Non-Genuine Products or Unauthorized Arista Products. Arista reserves the right to deny, withhold or discontinue the performance of any and all Arista Services on all Non-Genuine Products and Unauthorized Arista Products. Reseller further acknowledges that destroyed, stolen or damaged Arista Products are not entitled to Arista Services.

(b) If Arista determines that Reseller has Resold and/or redistributed any Non-Genuine or Unauthorized Arista Products, then Arista may, at Arista's sole discretion, do any or all of the following: (a) audit Reseller's purchase and Resale records of Arista Product and relevant records pursuant to Section 9.6 below and/or (b) invoice Reseller for all reasonable costs incurred by Arista in its performance of the Audit and/or (c) suspend shipments to Reseller; and/or (c) terminate this Agreement pursuant to Section 10.3 below.

2.8 Renewal of Arista Services. At least sixty (60) days prior to the expiration date of an Arista Services contract, Arista, or its authorized agents, may send Arista Service contract renewal reminder notices to Reseller and/or the identified End User, and Reseller will either: (i) initiate Arista Services contract renewal process with the End User and forward to Arista the completed Arista Services contract renewal with a valid Purchase Order; or (ii) notify Arista in writing of Reseller's intent to not renew the Arista Services contract. If, upon the expiration date of the Arista Services contract, Reseller has not renewed the Arista Services contract, Arista or its authorized agents may contact the End User to arrange for the renewal of such Arista Services contract with Arista directly or via another Arista-authorized Reseller.

2.9 Unsupported Products. If Reseller elects not to Resell Arista Services at the time of purchase by an End User of any Arista Product or if any Arista Product becomes unsupported for whatever reason at some point subsequent to initial deployment, Reseller shall notify Arista within ninety (90) days of such Arista Product becoming unsupported and authorizes Arista to contact the End User for the express purpose of contracting directly for support services for the unsupported Arista Product identified by Reseller.

2.10 Demonstration and Evaluation Equipment. If Reseller purchases demonstration and/or internal evaluation units of any Arista Product, Reseller shall use such Arista Products solely for demonstration, internal evaluation and testing purposes. Reseller shall not Resell or distribute to any third party any of these demonstration or evaluation Arista Products without the prior written consent of Arista.

3. Reseller's Distribution Rights.

3.1 Grant of Rights. During the term of this Agreement and subject to its terms and conditions, Arista grants to Reseller a limited, nonexclusive, non-transferable, revocable right to receive from Arista or a Distributor and to sublicense to End Users located in the Territory the Software, in object code form only, subject to the terms of the EULA. Reseller may not sublicense to any person or entity its rights to distribute the Software. Reseller represents and warrants that any Updates to the Software will be distributed under the same terms and conditions as the original Software. Any distribution of Arista Products containing Arista proprietary rights (including, without limitation, the Software) outside the scope permitted under Section 3.1 is prohibited.

3.2 Reservation of Rights. Except for the limited license provided in Section 3.1, Arista and/or its suppliers retain all right, title and interest in and to each proprietary right embedded in or contained in any Arista Product(s) including the Software, all copies thereof and all related Documentation and materials. Any invoices of Arista purporting to sell

or transfer such items do not convey title to, or patent rights, copyrights or any other proprietary interest in, such items to Reseller.

3.3 License Restrictions and Conditions. Reseller will not remove, alter, or destroy any form of copyright notice, Mark, logo or confidentiality notice provided with, on or in any Arista Product. Reseller agrees that it will not Resell or distribute any Arista Product (including Software received as part of an Arista Product) received from any source other than Arista or a Distributor. Reseller will not copy, duplicate, translate, reverse engineer, decompile or disassemble the Software.

3.4 Restricted Rights. Software is provided to all agencies, departments, and other units of the United States Government except for the Department of Defense and its constituent agencies with LIMITED RIGHTS. Related documentation is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the US Government, except for the Department of Defense and its constituent agencies, is subject to the restrictions set forth in subparagraph (c) of the "Commercial Computer Software—Restricted Rights" clause at FAR 52.227-19. In the event of a sale to the Department of Defense or its constituent agencies, the US Government's rights in Software, supporting documentation, and technical data are subject to the restrictions in the "Commercial Computer Software and Commercial Computer Software Documentation" clause at DFARS 227.7202.

3.5 License to Information. Information made available from Arista to Reseller is copyrighted by Arista and is made available subject to the terms contained in this Agreement and any additional terms as Arista may provide and notify Reseller of through its Websites. Information provided by Arista may be used only in connection with Reseller's promotion and Resale of Arista Products and Arista Services.

4. Trademarks.

4.1 Acknowledgment of Rights. Reseller acknowledges that Arista holds all right, title and interest to the trademarks, service marks, or trade names owned, used or claimed now or in the future by Arista ("**Marks**").

4.2 License Grant. Reseller is permitted to use such Marks as are designated by Arista from time to time in writing for all proper purposes in the sale of Arista Products and the performance of Reseller's duties hereunder only for so long as this Agreement is in effect. Reseller's use of any such Marks shall be in accordance with Arista's policies in effect from time to time, including, but not limited to, trademark usage and advertising policies. Reseller agrees not to attach any other trademarks, trade names, logos or labels to the Arista Product other than an aesthetically proper label, identifying Reseller, its location and its relationship to Arista. Reseller further agrees not to affix any Marks to products other than genuine Arista Products purchased hereunder. Reseller agrees not to remove any Marks, serial numbers or other identifying information from the Arista Products, or from the packing materials or boxes as shipped. Reseller agrees that upon notice from Arista it will immediately terminate its use of a particular Mark.

5. Assistance from Arista.

5.1 Training. Arista shall make available to Reseller all training, technical support and other services related to Arista Products that are offered by Arista. General sales and general technical support or other training for which Arista requires attendance of Reseller shall be provided at no charge to Reseller. Specialized training will be available to Reseller through Arista or Arista training partners at then-current prices of Arista or its training partners.

5.2 Arista Online Support Portal. Arista will give Reseller access to Arista's restricted-access Website that provides tools and resources to assist Reseller in its sales efforts. Arista will issue to Reseller a secure login and password ("ID") through which Reseller may access such Website. Reseller will (and will cause its employees and agents to) maintain at all times the confidentiality of the ID and otherwise will treat such ID as Confidential Information (as defined in Section 3.3 above) of Arista. Reseller agrees to accept all responsibility for all activities that occur under Reseller's ID.

5.3 Marketing Allowances. Arista in its sole discretion may, from time to time, provide marketing allowances to Reseller to cover the commercially reasonable costs of Arista Product advertising and/or promotions by Reseller ("**Marketing Allowances**"). Such Marketing Allowances (if any) shall be subject to such applicable terms and conditions imposed by Arista on Reseller as conditions for such Marketing Allowances and shall be in writing signed by an authorized representative of Arista.

5.4 Arista Web Access. Reseller shall have Reseller-level access to Confidential Information on the Arista

Website, provided Reseller's use of such information is subject to the terms and conditions set forth in Article 15.

6. Purchase Orders for Supply of Arista Products and Arista Services.

6.1 Orders. Reseller shall purchase Arista Products and Arista Services by providing to Arista electronic purchase orders that include a description and quantity of Arista Products and Arista Services, Arista Part Numbers, Reseller's and, if available, End User's contact information, quantity, price, shipping instructions, requested delivery dates and any other special instructions ("**Purchase Orders**"). Purchase Orders for service renewals shall include serial numbers and the location of the Arista Products. All Purchase Orders issued under this Agreement shall reference this Agreement and be governed exclusively by its terms and conditions. To the extent that any Purchase Order or other correspondence submitted by Reseller contains any terms which conflict with or are in addition to the terms contained in this Agreement, the terms of this Agreement shall prevail and any such conflicting terms are expressly rejected by Arista. Purchase Orders must be delivered by Reseller at least fifteen (15) business days prior to the requested delivery date.

6.2 Purchase Order Acknowledgment. All Purchase Orders are subject to approval and acceptance by Arista. Arista shall use commercially reasonable efforts to notify Reseller of Arista's acceptance or rejection of any Purchase Order within five (5) business days after Arista's receipt of such Purchase Order.

6.3 Alteration or Cancellation of Orders. Reseller may defer the shipment of Arista Products 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. Cancelled orders, rescheduled orders or Arista Product configuration changes made by Reseller less than ten (10) days before the original shipping date will be subject to (a) acceptance by Arista and (b) a charge of fifteen percent (15%) of the total invoice amount. Arista reserves the right to reschedule delivery within ten (10) days of scheduled shipment.

7. Pricing and Invoicing.

7.1 Prices for Arista Products and Arista Services. For purchases by Reseller of Arista Products and Arista Services directly from Arista, prices for the Arista Products and Arista Services payable by Reseller shall be those specified in Arista's then current Global Price List in USD, as updated from time to time by Arista less Reseller's discount set forth on Exhibit A ("**Reseller Discount**"). The difference between Reseller's purchase price and Reseller's Resale price to End Users will be Reseller's sole remuneration for Resale of the Arista Products and Arista Services hereunder. Reseller will have sole discretion in establishing its Resale price for all Arista Products and Arista Services.

7.2 Changes in Prices and Reseller Discount. Prices for Arista Products and Arista Services and/or Reseller Discounts may be changed by Arista, upon its sole discretion, upon thirty (30) days prior written notice to the Reseller (the "**Notice Period**"). Purchase Orders received before the Notice Period, and those received during the Notice Period which specify a delivery date within sixty (60) days following the effective date of a price increase will be invoiced to Reseller without regard to the price change, provided that Reseller may only order quantities of Products not exceeding the average monthly dollar value of Reseller's orders for said Products over the preceding three (3) month period. Unless otherwise specified by Arista, price decreases will apply immediately for all new orders accepted by Arista following notice of the price decrease.

7.3 Additional Discount and Special Pricing.

(a) From time to time, Arista may provide Reseller with additional discount/special pricing to be provided to a specific End User(s), and/or to meet competition from Arista competitors. Reseller agrees to pass through such additional discount to the specific End User identified by Arista.

(b) Arista will provide written notification to Reseller of offered additional discount/special pricing. Such notification will include terms and conditions applicable to such additional discount/special pricing, which Reseller shall accept by submitting a Purchase Order or rebate claim using the additional discount/special pricing. Such written notification will specify a fixed time period during which such additional discount/special pricing shall be available and provided to the specific End User(s) identified in the notification. If no time period is specified, the time limit shall be ninety (90) days from the effective date of the written notification. Reseller shall submit any rebate claim within thirty (30) days from shipment date, failing which, it shall be deemed that Reseller waives its rights to such rebate claims.

(c) If Arista provides Reseller with such additional discount/special pricing and subsequently determines that Reseller has sold Arista Products or Arista Services purchased with such special pricing to End User(s) other than the End User identified, or for projects other than the project identified, and approved in the written notification, then Arista may, in addition to all of its other rights and remedies, all of which are reserved: (i) invoice Reseller for the difference between such additional discount and Reseller's then-current contractual resale discount; (ii) audit Reseller's purchases pursuant to Section 9.6 and invoice Reseller for all reasonable costs incurred by Arista in its performance of the Audit, including professional fees and expenses of accountants and attorneys; (iii) immediately suspend Reseller's access to price deviations, special discounts, and other Arista sales and marketing programs; (iv) suspend shipments to Reseller; and (v) terminate this Agreement pursuant to Section 10.3.

7.4 Invoices. Invoices shall contain (i) Arista's name and invoice date, (ii) a reference to the Purchase Order, (iii) separate descriptions, unit prices and quantities of Arista Products actually delivered, (iv) credits (if applicable), (v) shipping charges (where applicable) and (vi) name (where applicable), title, phone number and complete mailing address of responsible Arista employee for accounts receivable.

7.5 Payment. Reseller shall pay Arista or Distributor, as the case may be, in full for all Arista Products and Arista Services purchased under this Agreement by wire transfer within thirty (30) days from shipping date. Arista shall invoice Reseller no earlier than the applicable shipping date for the Arista Products and Arista Services covered by such invoice. In the event Reseller's account is past due, Arista shall have the right to place Reseller on credit hold and suspend further shipments to Reseller. Once Reseller's account is brought current, Arista may require pre-payment for future orders from Reseller. All payments shall be made in U.S. currency, unless otherwise agreed to in writing by both Parties. Any sum not paid by Reseller 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.

7.6 Credits to Reseller/No Deductions From Invoice. In the event any provisions of this Agreement or any other agreement between Reseller and Arista require that Arista grant credits to Reseller's account, Arista will grant such credits to Reseller's account. Reseller may not issue debit memos to Arista or otherwise deduct from or offset against any amounts due from Reseller to Arista.

7.7 Security Interest. Reseller hereby grants to Arista, and Arista hereby reserves, a purchase-money security interest in each Arista Product purchased by Reseller from Arista, and in all proceeds obtained by Reseller arising from any Resale of such Arista Product. Reseller agrees to file such documents, or to assist Arista in filing such documents, as may be required for Arista to record or perfect such security interest.

7.9 Letters of Credit. Whether or not Reseller is, or ever has been, in default or delinquent in the payment of any invoice(s), and whether or not Arista is withholding or ever has withheld any shipments, Arista may, at any time or times, at its sole discretion, require Reseller to establish one or more irrevocable letters of credit (each a "**Letter of Credit**"), each of which: (a) shall be issued (and confirmed, if so required by Arista) by banks or financial institutions acceptable to Arista for the total price of any Purchase Orders specified by Arista; (b) shall be issued in Arista's favor at its principal place of business; (c) shall be stated in U.S. currency; (d) shall provide for the full payment to Arista of the invoiced price upon presentation to the issuing (or confirming, as applicable) bank of the invoice, together with, as applicable, a clean bill of lading, airway bill or warehouse or storage receipt; and (e) unless the prior written approval of Arista has been obtained, has or contains no other conditions or limitations (including time limits) whatsoever. In the event that Arista does require any such Letter(s) of Credit, Arista may, in its sole discretion, both decline to accept any new or additional Purchase Orders and, without prejudice to its other rights, withhold shipment (including partial shipment) of any existing Purchase Order(s) until such Letter(s) of Credit has been established as aforesaid.

7.10 Taxes. The purchase prices of Arista Products and Arista Services 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 to the purchase of Arista Products and/or Arista Services. When Arista has the legal obligation to collect such taxes, the appropriate amount shall be added to Reseller's invoice and paid by Reseller unless Reseller 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.

8. Shipping and Delivery of Arista Products.

8.1 Shipping Dates. Shipping dates will be established by Arista upon its acceptance of Purchase Orders from

Reseller. Arista shall use commercially reasonable efforts to assign shipping dates as close as practicable to Reseller's requested date. Arista shall not be liable for any damages, direct, consequential, special, punitive, or otherwise, to Reseller or to any other person for Arista's (a) failure to fill any orders, (b) delay in delivery, (c) error in filling any orders for any reason whatsoever or (d) failure to give notice of any delay or error.

8.2 Shipping Terms and Risk of Loss. Shipping terms shall be Ex Works, Schipol-Rijk, Netherlands or other Arista designated shipment point (INCOTERMS 2010), which shall appear on Arista's order acknowledgment. Title and risk of loss or damage to Arista Products shall pass from Arista to Reseller, and delivery will be deemed to have occurred, upon transfer to the first common carrier or Reseller's representative at the shipment point, whichever happens earlier. Reseller shall be responsible for all freight, handling and insurance charges subsequent to delivery.

8.3 Carriers. Unless otherwise agreed in writing by Arista, Reseller shall select and instruct the carrier. In no event shall Arista have any liability in connection with shipment, nor shall the carrier be deemed to be an agent of Arista. If Reseller requests delivery of Arista Products to Reseller's forwarding agent or other representative in the country of shipment, Reseller shall assume responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance.

9. Reports and Records.

9.1 Reports by Arista. Arista shall, if requested, render monthly reports to Reseller setting forth the separate Arista Products, dollars invoiced for each Arista Product, total dollars invoiced to Reseller for the month and such other information as Reseller may reasonably request.

9.2 Reports by Reseller.

(a) **Point of Sale Reports.** Reseller shall provide Point of Sale Information to Arista and/or Distributor at the time of order placement to Arista and/or Distributor. If Reseller is unable to provide Point of Sale Information at the time of purchase to Arista and/or Distributor, Reseller must notify Arista and/or Distributor in writing and get written approval from such Arista and/or Distributor on how Point of Sale Information will be provided. Reseller shall comply with any other reporting requirements and report submission procedures established by Arista or Distributor at any time. Reseller acknowledges that providing Arista with adequate Point of Sale Information is critical in order for Arista to provide any applicable warranty and/or support, and to verify End User's entitlement to same. Reseller's material failure to timely provide such Point of Sale Information may be grounds for Arista's termination of this Agreement prior to its expiration. Additionally, Reseller must comply with any other point of sale reporting requirements published by Arista and/or Distributor.

(b) **Inventory Reports.** If applicable, Reseller will provide monthly inventory reports in the same format as Point of Sale reports. Monthly inventory reports will reflect Reseller inventory on the last day of the calendar month, must be delivered to Arista within five (5) days after the close of each calendar month and must contain at least the following information: (a) Arista Product number/code, (b) Reseller product number, (c) Arista Product description, (d) quantity, (e) unit cost, (f) extended cost, (g) quantity committed by Reseller to End Users (but not yet shipped to Reseller's End Users), (h) Reseller name, (i) Reseller country, (j) inventory report date and (k) serial number.

9.4 Forecasts. Upon reasonable notice by Arista, Reseller agrees to provide production planning information for use by Arista.

9.5 Third-Party Sourced Product.

(a) If Reseller resells any Arista Products purchased from a source other than Arista ("**Third-Party Sourced Products**"), Reseller shall include the name and country of the End User for each transaction in a POS report. If Reseller purchases (for Resale) any Arista Product from a source other than Arista, Reseller shall identify the complete name and operating country of the supplier in the monthly inventory report.

(b) Arista has no obligation to treat Third-Party Sourced Products, with respect to any provision of this Agreement, as if such Arista Products had been purchased directly from Arista hereunder. If Reseller resells Third-Party Sourced Product to an End User, then Reseller shall inform the End User that Arista Product may not have the proper software license from Arista. The Reseller shall also instruct the End User that it must contact Arista in order to obtain the proper software license and that the software license may require the payment of a fee directly to Arista. Arista may refuse to provide warranty service if Reseller is unable to document that the returned Arista Product was originally purchased from Reseller in accordance with the reporting procedure set forth above.

9.6 Records-Keeping and Audits. Reseller shall keep full, true, and accurate records and accounts (collectively, “**Records**”), in accordance with generally-accepted accounting principles, of each Arista Product and Arista Service purchased and Resold, including information regarding compliance with Arista marketing and sales programs, Software usage and transfer, End User names and locations, and exportation of Arista Products. Reseller shall make these records available for audit by Arista upon fifteen (15) days prior written notice, during regular business hours, at those locations where Reseller may maintain relevant records. Reseller shall bear all costs incurred by Arista in the performance of any audit that discloses any breach of this Agreement. Reseller additionally acknowledges that from time to time Arista or its independent auditors may conduct additional specific audits with the purpose of monitoring and ensuring compliance by Reseller with Arista’s policies and with applicable laws. Such audits may include, without limitation, investigations in order to prevent the acquisition, use, promotion or Resale of Non-Genuine Products and/or Unauthorized Arista Products. When requested, Reseller shall collaborate with Arista’s auditors and provide accurate and truthful information. In all cases, Reseller agrees to bear, and/or promptly repay to Arista, all costs, fees and expenses, incurred by Arista in the performance of any such audit and/or investigation that discloses any breach of this Agreement by Reseller. Reseller acknowledges and accepts that, in addition to the above audit rights, Arista may directly contact any End Users at anytime in order to verify and/or inform such End Users about Reseller’s compliance or non-compliance with this Agreement and Arista’s then-current policies.

10. Term and Termination.

10.1 Term. This Agreement shall commence on the Effective Date and continue thereafter for a period of one (1) year from the Effective Date (the “**Initial Term**”). Thereafter, this Agreement shall continue for successive one (1) year periods (each, a “**Renewal Term**”), unless either party provides a written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then current Initial Term or Renewal Term, as applicable.

10.2 Termination for Convenience. Either party may terminate this Agreement without cause upon providing written notice of termination to the other party at least thirty (30) days prior to the effective date of such termination; provided, however, that Arista may terminate this Agreement immediately upon notice to Reseller within the first thirty (30) days following the Effective Date.

10.3 Termination with Cause. In the event that either party defaults in any material respect in the performance of any of its duties or obligations set forth in this Agreement, and such default is not substantially cured within thirty (30) days after written notice is given to the defaulting party specifying the nature of the default, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement as of the date specified in such notice of termination. Notwithstanding the foregoing, Arista may terminate this Agreement immediately in the event of breach by Reseller of Section 3.2, Article 15 or Article 16.

10.4 Termination for Insolvency or Bankruptcy. Either party may immediately terminate this Agreement and any Purchase Order by giving written notice to the other party in the event of: (i) liquidation or insolvency of the other party; (ii) appointment of a receiver or similar officer for the other party; (iii) assignment by the other party for the benefit of all or substantially all of its creditors; (iv) entry by the other party into an agreement for the composition, extension or readjustment of all or substantially all of its obligations; or (v) the filing of a meritorious petition in bankruptcy by or against the other party under any bankruptcy or debtors’ law for its relief or reorganization.

10.4 Effect of Termination. Upon the termination or expiration of this Agreement,

- (a) Reseller’s rights to purchase the Arista Products and Arista Services shall immediately terminate;
- (b) Reseller shall immediately cease to represent itself to any third parties as an Arista Reseller, and cease its use any of the Marks;
- (c) All authorizations and licenses granted by Arista under this Agreement will immediately terminate and all such rights shall automatically revert to Arista; provided that, except where termination is for Reseller’s nonpayment in full to Arista, any and all licenses granted by Arista pursuant to this Agreement will extend to all Arista Products and Arista Services for which Purchase Orders have been accepted by Arista and for which Arista Products and Arista Services will be delivered post-termination and for all Arista Services which Reseller is in process of performing;
- (d) Reseller may sell only Arista Products in its inventory as of such termination or expiration and any additional Arista Products for which Purchase Orders have been accepted on or before termination or

expiration date;

- (e) If Reseller was providing Arista Services directly to End Users, Arista will provide such services to End Users in accordance with Arista standard support policies or reassign such services to another authorized reseller in the region, provided that Reseller pays Arista or such other authorized reseller all services fees paid by End Users to Reseller for the remainder of such services term;
- (f) The Parties will immediately return to the other all of the other's materials, documentation, data and Confidential Information including all related materials that were derived therefrom; and
- (g) The Parties shall cooperate to complete all outstanding obligations to End Users and to each other.

10.5 Post-Termination Liability. Reseller agrees that, in the event of any termination or expiration of the Agreement, it shall have no rights to damages or indemnification of any nature, specifically including commercial severance pay, whether by way of loss or future profits, expenditures for promotion of any product, or other commitments in connection with the business and good will of Reseller. However, neither termination nor expiration will extinguish any liability of either Party arising before termination or expiration of this Agreement, including without limitation for payments due. RESELLER EXPRESSLY WAIVES ANY RIGHT OR CLAIM IT MAY HAVE UNDER THE LAWS OF ANY JURISDICTION TO RECEIVE ANY COMPENSATION OR REPARATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT BY OPERATION OF LAW OR OTHERWISE FOR SUCH TERMINATION OR EXPIRATION.

11. Limited Warranty and Warranty Disclaimer.

11.1 Warranty. The only warranty that Arista provides with respect to any Arista Products or Arista Services is the written limited warranty statement provided with that Arista Products or Arista Services or outlined at www.aristanetworks.com/media/system/pdf/warranty.pdf (the "**Limited Warranty**"). Arista agrees that Reseller shall be entitled to pass, and Reseller agrees to pass, through to End Users the Limited Warranty with respect to such Arista Products or Arista Services. Arista reserves the right to refund the purchase price as its exclusive warranty remedy. If there is any inconsistency between this Section 11.1 and the warranties and disclaimers shipped with the Arista Products or outlined in the Limited Warranty, the Limited Warranty shall prevail.

11.2 Disclaimer. EXCEPT FOR THE LIMITED WARRANTY STATEMENT SPECIFIED IN SECTION 11.1 ABOVE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

11.3 No Other Warranty. Except for the Limited Warranty, Reseller shall not make any commitment, warranty or representation, whether written or oral, with respect to Arista, the Arista Products or the Arista Services. Reseller shall indemnify Arista for any warranties made in addition to Arista's standard warranty and for any misrepresentation of Arista's specifications, functionality, or compatibility of any Arista Product or Arista Service.

11.4 Limitations. No warranty will apply if the Hardware or Software: (i) has been altered in any way, including but not limited to the removal or alteration of the original identification marks, except when such alterations are made by Arista; (ii) has not been installed, operated, repaired, or maintained in accordance with the Documentation; (iii) has been serviced by parties not trained by or on behalf of Arista; or (iv) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence or accident. In addition, Arista has not authorized the use of any Arista Products in: (A) the design, construction, operation or maintenance of any nuclear facility; (B) navigating or operating aircraft; or (C) operating life-support or life-critical medical equipment; and Arista disclaims any express or implied warranty of fitness for such uses. Arista is not responsible for backing up programs and data to protect against loss or corruption. Arista's warranty obligations do not include any installation support.

11.5 Websites. All content, information and downloads provided on Arista Websites are provided "AS IS." Arista does not provide any warranty regarding the accuracy or completeness of any information, links, or other materials included in its Websites or that its Websites are error-free or will operate without problems or interruptions. Reseller

acknowledges that Arista may modify any URL address or terminate the availability of any Website (in whole or in part) at any address without notice to Reseller.

12 Infringement.

12.1 Arista will defend Reseller against any claim, demand, suit or proceeding brought against Reseller by a third party that any Arista Product supplied hereunder infringes a United States copyright or an existing United States patent issued as of the Effective Date (a “**Claim**”) and pay any amounts finally awarded or agreed to in settlement of any such Claim. Arista’s obligation specified in this paragraph will be conditioned on Reseller notifying Arista promptly in writing of the claim or threat thereof and giving Arista full and exclusive authority for, and information for and assistance with, the defense and settlement thereof.

12.2 If such claim has occurred, or in Arista’s opinion is likely to occur, Reseller agrees to permit Arista, at its option and expense, either to: (a) procure for Reseller the right to continue using the infringing Arista Product; or (b) replace or modify the same so that it becomes non-infringing; or (c) if neither of the foregoing alternatives is reasonably available, immediately terminate Arista’s obligations and Reseller’s rights under this Agreement with regard to such Arista Product, and, if Reseller returns such Arista Product to Arista, refund to Reseller the price originally paid by Reseller to Arista for such Arista Product as depreciated or amortized by an equal annual amount over the lifetime of the Arista Products as established by Arista.

12.3 Notwithstanding the foregoing, Arista has no liability for, and Reseller will indemnify Arista against, any Claim based upon: (a) the combination, operation, or use of any Arista Product supplied hereunder with, equipment, devices, or software not supplied by Arista; (b) services offered or used by Reseller and/or End Users through operation of such Arista Products or revenue received by Resellers and/or End Users from such services; (c) alteration or modification of any Arista Product supplied hereunder; or (d) Arista’s compliance with Reseller’s designs, specifications, or instructions.

12.4 Notwithstanding any other provisions hereof, Arista shall not be liable for any claim, based on Reseller’s use of the Products, as shipped, after Arista has informed Reseller of modifications or changes in the Products required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of Arista’s suggestions.

12.5 THE FOREGOING STATES THE ENTIRE OBLIGATION OF ARISTA AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF DISTRIBUTOR, WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THE FOREGOING IS GIVEN TO DISTRIBUTOR SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND ARISTA DISCLAIMS, ALL WARRANTIES OF NON-INFRINGEMENT. In the event that damages finally awarded or agreed to in settlement of any Claim are calculated on a royalty or percentage basis, Arista’s payment obligation hereunder will not exceed such royalty or percentage as applied to the amounts charged by Arista to Company for the infringing or allegedly infringing Arista Product.

13 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 RESELLER 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.

14 Waiver of Consequential Damages.

IN NO EVENT SHALL ARISTA OR ITS SUPPLIERS 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 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 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.

15. Confidentiality.

15.1 Reseller acknowledges that, in the course of Reselling or distributing the Arista Products and Arista Services and performing its duties in connection with this Agreement and its relationship with Arista, Reseller and End Users may obtain information about Arista, the Arista Products and/or Arista Services, which is of a confidential and proprietary nature to Arista ("**Proprietary Information**"). Such Proprietary Information includes, but is not limited to, trade secrets, know-how, inventions, development plans, techniques, designs, processes, programs, Software, schematics, software source code/documents, data, customer lists, financial information, prices, costs, sales and marketing plans, or any other information which Reseller knows or reasonably ought to know is confidential, proprietary or trade secret information of Arista. Arista owns and intends to maintain its ownership of all such Proprietary Information.

15.2 Reseller shall at all times, during the term of this Agreement and for a period of at least three (3) years after its termination, maintain in the strictest confidence and trust all such Proprietary Information, and shall not use such Proprietary Information other than in the course of its duties and as expressly authorized by Arista under this Agreement, nor shall Reseller disclose any such Proprietary Information to any party without Arista's prior written consent.

15.3 Reseller shall disclose such Proprietary Information only to its employees who have a need to know such information in connection with the performance of Reseller's duties under this Agreement; provided, that Reseller shall appropriately bind each of its employees to whom such disclosure is made, to hold the Proprietary Information in strict confidence and not to disclose such information to any person other than as is necessary in the course of its employment by Reseller. Reseller will indemnify Arista for all damages suffered by Arista in the event of wrongful disclosure of such Proprietary Information.

15.4 The obligations of confidentiality set forth herein shall not apply to information which; (i) was rightfully in possession of or known to the Reseller without any obligation of confidentiality prior to receiving it from Arista; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the Reseller from a source other than Arista without any obligation of confidentiality; (iv) is developed by or for the Reseller without use of the Proprietary Information and such independent development can be shown by documentary evidence; and (v) becomes available to the Reseller by wholly lawful inspection or analysis of products offered for sale. Further, the Reseller may only disclose Proprietary Information pursuant to a valid order issued by a court or government agency, provided that the Reseller provides Arista: (a) prior written notice of such obligation; and (b) the opportunity to oppose such disclosure or obtain a protective order.

16. Compliance with Laws.

16.1 **Governmental Approvals.** Reseller represents and warrants that it (a) has, and at all times during the term of this Agreement, will comply with all applicable federal, state and local laws, ordinances, codes, regulations, rules, policies, licensing requirements, regulations and procedures, including without limitation, such laws and regulations related to recycling or take-back programs for packaging, Resale or use of Arista Products, the use of Products under telecommunications laws, regulations or anti-bribery laws, including the U.S. Foreign Corrupt Practices Act (collectively, "**Applicable Laws**") and (b) has obtained all approvals, made all filings, completed all registrations, obtained all licenses and permits and given all notices, whatsoever, as may be required to enter into this Agreement, conduct all its activities in all countries/jurisdictions comprising the Territory as contemplated herein and make all payments in U.S. currency to Arista as and when set out in this Agreement (herein, collectively, "**Governmental Approvals**") and all of which Reseller shall retain or maintain in full force and effect, without amendment, change or alteration, at all times, except as may be required by law, policy or regulation, in order to retain or maintain the same. Any failure by Reseller to obtain or maintain any such Governmental Approvals for the payment of U.S. currency to Arista shall not release Reseller of its obligations hereunder.

16.2 Export Sales and Export Controls.

(a) Reseller acknowledges that the Arista Products, Arista Services and technology or direct products thereof (collectively, "**Arista Products, Services and Technology**") it may purchase and Resell under this Agreement are subject to export controls under the laws and regulations of the Territory and the United States (U.S.). Reseller shall comply with such laws and regulations governing use, export, re-export, and transfer of Arista Products, Services and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Arista and Reseller 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.

(b) Reseller hereby certifies that none of the Arista Products, Arista Services or technical data supplied by Arista under this Agreement will be sold or otherwise transferred to, or made available for use by or for, any military end-user or in any military end-use located in or operating under the authority of, any country identified in Supplement No. 1 to Part 740 of the EAR without a U.S. license. Reseller also certifies that none of the Arista Products, Arista Services or technical data supplied by Arista under this Agreement will be sold or otherwise transferred to, or made available for use by or for, any entity that is engaged in the design, development, production or use of nuclear, biological or chemical weapons or missiles.

(c) Reseller agrees to maintain full, true and accurate records of exports, re-exports and transfers of the Products, Services and Technology, purchased and deployed or distributed, according to U.S. laws and laws of the Territory for at least five (5) years following the date of any such export, re-export, or transfer. Reseller also agrees to permit periodic audits by Arista or the U.S. government as required to ensure export compliance.

16.3 Foreign Corrupt Practices Act.

(a) Reseller understands that it is required to and abides by the United States Foreign Corrupt Practices Act (“FCPA”) while working on behalf of Arista. Reseller represents and warrants that no one acting on its behalf will give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value, including travel, entertainment, or gifts, to anyone as an inducement or reward for favorable action or forbearance from action or the exercise of influence (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies), (b) to any political party, official of a political party, or candidate, (c) to an intermediary for payment to any of the foregoing, or (d) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license. Improper payments, provisions, bribes, kickbacks, influence payments, or other unlawful provisions to any person are prohibited under this agreement.

(b) Reseller understands that Arista may immediately suspend payment, in its sole discretion and without notice, if the actions or inactions of Reseller become subject to an investigation, formal or informal, regarding potential violations of the FCPA. Moreover, Reseller understands that if Arista determines that Reseller failed to comply with the provisions of any applicable law, including but not limited to the FCPA or similar anticorruption laws such as the United Kingdom Bribery Act of 2010, Arista may immediately terminate this Agreement and any payments due thereunder, in its sole discretion and without notice.

(c) Reseller warrants that all persons acting on its behalf will comply with all applicable laws in connection with all work on behalf of Arista, including but not limited to the anti-corruption laws if any, prevailing in the country(ies) in which Reseller has its principal places of business, performs work on behalf of Arista and the Territory. Upon request by Arista, Reseller will require that its own subcontractors, consultants, agents and/or representatives execute a written FCPA compliance statement containing similar representations that are contained in this section.

(d) Reseller further warrants and represents that should it learn or have reason to suspect any breach of the covenants in this Section, it will immediately notify Arista.

(e) Reseller’s record-keeping obligations set forth in Section 9.6 (Record-Keeping and Audit) of this Agreement, shall equally apply to Reseller’s representations and warranties in this section and Arista’s audit rights, apply to Reseller’s compliance with the FCPA and other anti-corruption laws.

17. Miscellaneous

17.1 Performance of Reseller. Reseller agrees that it will at no time do, cause or permit to be done, published or said any information, act or thing which is or may be detrimental to the best interests or the business reputation of Arista. This provision shall survive the expiration or termination of this Agreement.

17.2 Choice of Law. The validity, interpretation, and enforcement of this Agreement shall be governed by the domestic laws of the State of California, United States of America, as if performed wholly within such State and without giving effect to principles of conflicts of laws, and the State and Federal courts of California shall have exclusive jurisdiction over any claim arising hereunder, except as expressly provided below. 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. 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.

17.3 Assignment. Neither this Agreement, nor any rights under this Agreement, may be assigned by operation of law or otherwise by Reseller without the express prior written consent of Arista, which it may withhold in its sole discretion. Any attempted assignment in violation of the preceding sentence shall immediately and automatically terminate this Agreement and be without legal effect. Arista may freely assign this Agreement, and any and all of its rights under this Agreement, without restriction to any third party or parties at any time. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the Parties.

17.4 Relationship of the Parties. The Parties will at all times perform their respective obligations pursuant to this Agreement as independent contractors. This Agreement does not create any agency, partnership, joint venture, employment or franchise relationship. Furthermore, no labor relationship between Arista and Reseller employees is created hereby. Reseller shall indemnify and hold Arista harmless against any claim or judicial action whatsoever from any Reseller employee. 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.

17.5 Survival. Section 1, 3, 4, 9, 10, 11, 13, 14, 15, 16 and 17 shall survive any expiration or termination of this Agreement.

17.6 Notices. All notices under this Agreement shall be provided by confirmed email: (a) by Reseller to legal@aristanetworks.com, and (b) by Arista, to the electronic mail address provided by Reseller with its registration application. Notices shall be deemed received one business day after being sent by e-mail.

17.7 Enforceability. Reseller agrees that the electronic mail address it has provided corresponds to a person that has the capacity and authority to execute this Agreement and any amendments on behalf of Reseller. Reseller and Arista each waive any defense to the validity or enforceability of this Agreement arising from the electronic submission and electronic acceptance of this Agreement by Reseller. If Reseller requires a physical document evidencing the Agreement, Reseller may print the accepted Agreement.

17.8 URLs. Reseller hereby confirms that it has the ability to access, and has read and agreed to the, information made available by Arista on its Websites referred to anywhere within this Agreement. Reseller acknowledges that Arista may modify any URL address or the availability of any information at any address anytime and without notice.

17.9 Entitlement. Reseller acknowledges that Arista has the right to verify an End User's entitlement to receipt of Arista Services, and that End Users are entitled to receive support services only for Arista Products for which Arista has been paid the applicable license and support fees.

17.10 Force Majeure. A party whose performance is prevented, restricted or interfered with by reason of a Force Majeure (as defined below) (other than obligations to pay monies due and owing to Arista by Reseller) shall be excused from such performance to the extent of such Force Majeure condition so long as such party provides the other party with prompt written notice describing the Force Majeure condition and immediately continues performance whenever and to the extent such causes are removed. If, due to a Force Majeure, the scheduled time of delivery of performance is or will be delayed for more than ninety (90) days after the scheduled date, the party not relying upon the Force Majeure condition may terminate, without liability to the other party, any purchase order or portion thereof covering the delayed Products or Services. The term "Force Majeure" shall be defined to include fires or other casualties or accidents, acts of God, shortages of supplies, severe weather conditions, strikes or labor disputes, war or other violence, or any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency.

17.11 Severability. If any part of this Agreement is found to be unenforceable, the remainder shall continue in full force and effect and the unenforceable provision shall be reformed so as to give maximum legal effect to the intentions of the parties as expressed herein.

17.12 Waiver. The failure of any party to enforce any of the terms and conditions of the Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

17.13 Other Remedies. All Arista remedies specified in this Agreement shall be in addition to, and shall in no way limit, any other rights and remedies that might be available to Arista, all of which Arista hereby expressly reserves.

17.14 Governing Language. The parties agree that this Agreement is written and accepted in English. Any translation of this Agreement from its English version is provided for convenience only.

17.15 Non-Exclusive Market and Purchase Rights. It is expressly understood and agreed that this Agreement does not grant Arista or Reseller an exclusive right to purchase or sell any products or services and shall not prevent either party from developing or acquiring or selling competing products or services of other vendors or customers.

17.16 Publicity. Except as may be expressly provided in this Agreement, neither Arista nor Reseller will issue press releases or make other public announcements that identify Reseller as an authorized or registered Reseller without the express written consent of the other Party. In addition, Reseller shall at no time (nor cause any third party to) take any action, publish or otherwise communicate anything that is or may be detrimental to the business reputation of Arista.

17.17 Entire Agreement. This Agreement is the complete agreement between the parties hereto concerning the subject matter herein and replaces any prior and contemporaneous quotations, proposals, understandings, representations or any other agreements, whether in oral or written form, between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.

[EXHIBITS BEGIN ON NEXT PAGE]

EXHIBIT A: TERRITORY

Exhibit B: Reseller Support Exhibit

I. DEFINITIONS.

- A. **"Arista Portal"** means Arista support website, Arista's portal for on-line services and information.
- B. **"Bug Fix"** means an error correction, patch or workaround for the Arista Software which Arista provides to Reseller.
- C. **"End User"** means the final purchaser or licensee who has acquired Arista Products for its own internal use and not for Resale, remarketing or redistribution.
- D. **"Hardware"** means tangible Arista Products made available to Reseller.
- E. **"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)].
- F. **"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].
- G. **"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].
- H. **"Product"** means both Hardware and/or Software.
- I. **"RMA"** means Return Material Authorization.
- J. **"Software"** means machine-readable object code software programs licensed by Arista.
- K. **"Standard Business Hours"** means 9:00 a.m to 5:00 p.m, local time, Monday through Friday, excluding Arista-observed holidays.
- L. **"TAC"** means Arista's Technical Assistance Center.

II. ARISTA RIGHTS AND OBLIGATIONS. For Arista Products purchased under this Agreement, Arista will provide the services described below. Unless specified otherwise, the following services are provided solely to Reseller as backup to its support staff. Arista shall have no obligation to furnish any assistance, information or documentation to End Users with respect to any Arista Products.

- A. **Website Access.** Arista will provide Reseller-level access to Arista's web sites that provide Reseller with technical and general information on Arista Products.
- B. **Pre-Implementation Product Support.** Arista shall provide pre-implementation assistance (i.e., information related to Arista Product use, configuration/installation assistance) by reply phone, electronic mail and facsimile.
- C. **Warranty Support.**
 - 1. **Bug Fixes.** For the duration of the Arista warranty period, Arista will provide Bug Fixes to Reseller. When required, Arista will provide new Software to Reseller to correct a problem, or provide a network-bootable Software image, as determined by Arista.
 - a) **Software Releases.** Service from Arista is limited to support of Software releases. Arista supports each New Release for a period of thirty-six (36) months from the first commercial shipment of such release. Arista, in meeting any support obligations, may require an upgrade to a supported release.
 - b) **Duplication and Distribution Rights.** Arista grants Reseller the right to duplicate Bug Fixes provided hereunder for distribution to its End Users who have a contract with Reseller, provided the End User is currently licensed to use the Software.
 - 2. **Credit upon Return of Product.** Failed/defective Arista Products accepted by Reseller during the Arista warranty period may be returned to Arista for credit equal to the net purchase price or license fee of the individual Arista Product paid by Reseller.
- D. **Arista Brand Services Option.** Arista will make available for purchase by Reseller all appropriate Arista-brand service products for Reseller's internal use and for Resale to End Users. This option to Resell Arista-brand services whereby services are delivered directly by Arista to the End User is

available in accordance with Arista's then-current Arista-brand packaged service Resale program. Availability of Arista-brand services is subject to geographic limitations.

III. PARTNER RIGHTS AND OBLIGATIONS.

- A. **Spare Parts.** Reseller shall maintain sufficient spare parts inventory to support its End User base for a one month period under normal circumstances, including providing warranty service described in Section 11.1. Reseller shall maintain adequate manpower and facilities to assure prompt handling of inquiries, orders and shipments for Arista Products.
- B. **Warranty Service.** Reseller shall provide to its End Users, at no charge, all warranty service for a minimum of the warranty period set forth in the published Arista Product warranty provided with the original Arista Product. Such Warranty Period shall commence upon shipment to the End User. Reseller will ensure warranty services, which consists of the following Software and Hardware replacement services, is provided to End Users:
 - 1. **Software Service.** Reseller will use reasonable efforts to provide Bug Fixes to the End User during the warranty period. Reseller will ensure End Users are using the latest release of the Software.
 - 2. **Hardware Service.** Reseller will ship replacement parts to End Users to meet the replacement obligations as set forth in the then-current published Arista Product warranty applicable to the particular Arista Product sold to Reseller's End User.
- C. **Returns Coordination.** For Arista Products returned to Arista for warranty credit, Reseller will coordinate the return of all failed parts, freight and insurance prepaid, to the Arista designated location in accordance with Arista's RMA procedure.
 - 1. Reseller will ensure that all Arista Products are properly packaged prior to being shipped, and will provide to Arista a reason for the return of each Arista Product. Arista Products returned to Arista will conform in quantity and serial number to the RMA request.
 - 2. Reseller shall tag each Arista Product returned with the RMA transaction number and a brief description of the problem.
 - 3. Arista will not accept any Arista Product returned which is not accompanied by an RMA number.
- D. **End User Support.** Reseller will ensure that its End Users have all appropriate support as follows:
 - 1. **Support Staff.** Reseller shall provide competent technical support staff to support the Arista Products or will ensure that all End Users are able to receive the necessary support by making available Arista's direct services for purchase in accordance with Arista's then-current packaged service Resale program.
 - 2. **Reseller Frontline Support.** Reseller will provide high quality Frontline Support to its End Users. "Frontline Support" means call receipt and entitlement verification, call screening, problem identification and diagnosis and, where necessary, Arista Product defect determination. This includes remedial support via phone, facsimile and electronic mail depending upon geographic capabilities, as well as honoring the Arista Product warranty claims by the End Users.

IV. SERVICES NOT COVERED UNDER THIS AGREEMENT

- A. New Releases for Software.
- B. Additional services as may be requested by Reseller, if available, at Arista's then-current time and material rates.
- C. Customization of existing Software for non-standard applications.
- D. Support or replacement of Arista Products that are altered, modified, mishandled, destroyed or damaged by natural causes or damaged during unauthorized use.
- E. Arista Software problems resulting from third party equipment or causes beyond Arista's control.
- F. Any hardware upgrade of Arista Products required, except for Bug Fixes.

- V. **TERMINATION.** Upon expiration or termination of this Agreement: (i) all rights and licenses of Reseller hereunder shall terminate, (ii) Reseller shall immediately discontinue all representations that provide maintenance and/or support services for Arista Products, and (iii) End User access to all of Arista's Websites shall terminate.

- VI. **SOFTWARE LICENSE.** Reseller acknowledges that it may receive Software as a result of services provided under this Agreement. Reseller agrees that it is licensed to distribute such software only as part of Arista Products covered under the services, and subject to the terms and conditions of this Agreement and the license to such software granted with its original acquisition of such Software. Except as otherwise specified in this Exhibit, Reseller shall not: copy, in whole or in part, any Software or Documentation; modify any such Software or Documentation, reverse engineer, decompile or reverse assemble all or any portion of the Software; or Resell, rent, lease, distribute, sell, or create derivative works of the Software.