

ARISTA GENERAL EVALUATION TERMS

These Arista General Evaluation Terms (“Evaluation Terms”) governs the use of evaluation products, services and software provided by Arista Networks, Inc. and its affiliates (“Arista”).

- 1. Request Form.** These Evaluation Terms apply to all evaluations of Arista Products. If you (“Customer”) have completed the evaluation request form made available to you by Arista (“Request Form”) these Evaluation Terms are incorporated, by this reference into, the Request Form (“**Request Form**”) the Request Form and these Evaluation Terms collectively are the “**Agreement**”) and apply to Customer’s use of certain hardware and any software contained therein (“**Equipment**”) and standalone software (“**Software**”) (Equipment and Software collectively “**Product**”).
- 2. Restrictions.** Customer shall use the Products solely for evaluation in Customer’s non-production environment, including cloud services platforms that restrict access solely to Customer, and not for any production purpose. Customer shall not provide any functionality, quality, performance, or benchmarking information about the Product or output generated by the Product to third parties. Customer’s use of the Product is subject to Arista’s End User License Agreement (available at <https://www.arista.com/assets/data/pdf/software-agreement/EndUserLicenseAgreement.pdf>) as an evaluation license. Arista reserves all right, title and interest in and to the Products Services, any intellectual property and proprietary rights, and any derivative works thereof.
- 3. Evaluation Period.** Customer may evaluate the Product or Services for the period specified in the Request Form or if no term is specified 30 days after the Product or Service is made available (the “**Evaluation Period**”). This Agreement will continue until terminated by either party upon thirty (30) days prior written notice.
- 4. Feedback.** If Customer provides Arista with comments or suggestions for the modification, correction, improvement, or enhancement of the Product (“**Feedback**”), then Customer hereby assigns all right, title, and interest to such Feedback to Arista. Feedback is not Confidential Information, and Arista may use and disclose Feedback in any manner it chooses.
- 5. Disclaimer.** THE PRODUCTS AND SERVICES ARE PROVIDED “AS IS.” ARISTA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 6. Limitation of Liability.** EXCEPT FOR CUSTOMER’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (SECTION 7) OR CUSTOMER’S BREACH OF ARISTA’S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOST PROFITS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. EXCEPT FOR A CUSTOMER’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (SECTION 7) OR CUSTOMER’S BREACH OF ARISTA’S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE REPLACEMENT COST OF THE PROVIDED EQUIPMENT.

7. **Confidentiality.** In connection with the performance of this Agreement, a party may receive certain confidential or proprietary technical and business information and materials of the other party (“**Confidential Information**”). The receiving party agrees: (i) to hold and maintain in strict confidence all Confidential Information; and (ii) not to use any Confidential Information except as permitted by this Agreement or as may be necessary to perform their obligations under this Agreement. Each party will use at least the same degree of care to protect the other party’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. Each party agrees that it will only provide the other party’s Confidential Information to those employees who have a need to know for the purposes of this Agreement. Each party agrees that it shall not disclose Confidential Information to any third party, including third party contractors, without written authorization from the other party. Notwithstanding the foregoing, the parties agree that Confidential Information will not include any information that: (i) is or becomes generally known or is or becomes part of the public domain through no fault of either party; (ii) the disclosing party authorizes said Confidential Information to be disclosed by receiving party; (iii) is rightfully received by the receiving party from a third party without restriction on disclosure and without breach of this Agreement or any other agreement; (iv) is known to the public on the Effective Date; or (v) is independently developed by receiving party without the benefit of any Confidential Information from the other party. Nothing in this Agreement shall prohibit either party from disclosing Confidential Information of the other party if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding (“**Required Disclosure**”); provided that the party under such Required Disclosure obligation shall: (i) give the other party prompt notice of such Required Disclosure prior to disclosure; (ii) cooperate with the other party in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and (iii) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.
8. **Export.** Customer warrants that it will comply with all regulations of agencies of the U.S. Government regarding export and re-export restrictions on the Product, including without limitation, the Export Administration Regulations of the U.S. Department of Commerce, which prohibit the export or diversion of certain technical products to certain countries and that Customer will cooperate as requested by Arista to ensure compliance with any such export restrictions. Customer acknowledges that the Products may contain encryption technology that may require special attention with respect to export laws and regulations. Customer will hold harmless and defend Arista from any third-party claim against Arista arising from Customer’s failure to comply with this section.
9. **General.** No amendment or modification hereof shall be binding upon the parties unless made in writing and signed by duly authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The parties agree to submit to the exclusive jurisdiction of the courts in Santa Clara, California to resolve any legal matter arising from this Agreement.