

PLEASE READ THIS END USER LICENSE AGREEMENT ("AGREEMENT"). BY DOWNLOADING OR INSTALLING ARISTA SOFTWARE ("SOFTWARE"), OR BY USING ARISTA EQUIPMENT THAT CONTAINS THE SOFTWARE ("EQUIPMENT"), YOU AND ANY ENTITY YOU REPRESENT ("CUSTOMER") AGREE TO BE BOUND BY THIS AGREEMENT WITH ARISTA NETWORKS, INC. ("ARISTA"). IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

The following terms govern Customer's use of any Software except to the extent particular Software (a) is the subject of a separate written agreement between Customer and Arista; or (b) includes or references a separate license agreement. If any Software is identified in a Purchase Order, invoice or proof of entitlement issued by Arista (collectively, "Proof of Entitlement"), Customer's license to such Software is subject to any additional terms and conditions contained in the Proof of Entitlement, including, without limitation, the term of the license ("License Term"), applicable license fees ("Fees"), applicable devices or types of devices ("Applicable Devices") and limitations with respect to use on a single hardware device, number of devices under management, number of ports or other quantitative limits ("Quantitative Limits"). The Software provided or made available to Customer may include: (a) Arista's Operating System, EOS, (b) features or functionality (e.g., the E, V and Z features of EOS) that Customer may not use unless Customer purchases a separate license to such features and functionality, (c) Arista firmware for relevant Equipment, (d) on premise CloudVision, and (e) on premise WiFi management software. Information about the license terms applicable to the Software (including, without limitation, EOS, EaaS, CloudVision and CloudVision Lite) is available on the Arista website at <https://www.arista.com/assets/data/pdf/Software-Licensing-Framework.pdf>.

Limited License Grant. With respect to the specific program modules, feature set(s) or feature(s) of the Software identified in any Proof of Entitlement, and subject to Customer's compliance with the Limitations and Restrictions section of this Agreement, including, without limitation, Customer's payment of any applicable Fees, Arista grants to Customer a limited, revocable, nonexclusive, nonsublicensable and nontransferable license, during the License Term to: (1) download, install and use such Software consistent with the use and restrictions set forth in the applicable Proof of Entitlement and only for Customer's internal business purposes; (2) reproduce, copy, modify, and create derivative works of any such Software that is provided in source code format, only for Customer's internal business purposes; provided, however, that if any Software is provided in source code format, Customer shall not create any derivative works of the Software that contain Open Source Software nor shall Customer use the Software or a portion thereof to merge with, link to, make function calls to, or share data structures with any Open Source Software, if any such combination or use of the Software would require the Software to be made available royalty free or in source code form; (3) use the Software in conjunction with Third Party Software in a manner consistent with the terms of this Agreement; (4) review the Software including, without limitation, unpacking archives (such as ZIP, SWI and RPM files provided by Arista), and accessing underlying operating system facilities; and (5) extend the Software provided in source code format and linking Customer-developed software to the Software. As used in this Agreement, "Open Source Software" means any software made available by a third party under a license approved by the Open Source Initiative, or any substantially similar license.

Limitations and Restrictions. Except as otherwise expressly provided in this Agreement, the foregoing license grant excludes any right to, and Customer shall not: (1) distribute, sell, transfer, lease, loan, host, assign or sublicense the Software or Customer's license rights under this Agreement, whether voluntarily or by operation of law, to any third party, directly or indirectly, and any such attempted transfer, assignment or sublicense shall be void; (2) use or allow use of the Software on any hardware other than the Equipment or Applicable

Devices; (3) modify, reproduce, decompile, decrypt, disassemble, reverse engineer, create derivative works of, translate or otherwise reduce to human-readable form any Software (other than Software that is provided in source code format); gain access to trade secrets or confidential information in the Software; circumvent any copy-protection, hardware version controls, or license enforcement; or attempt to do any of the foregoing, except to the extent expressly permitted by applicable law; (4) combine, commingle, or integrate any Software with Open Source Software or incorporate Open Source Software into any Software that may add any additional Open Source Software requirements, obligations, or licensing terms to the Software; (5) disclose to any third party any results of benchmarking or other testing generated in connection with Customer's use of Software, including without limitation any comparisons of the Software or Equipment with any other products; (6) provide a third party with a copy of or access to the Software (including, without limitation, source code), in any manner, (if Customer does so, Customer will be responsible to Arista for all acts of such third party); (7) remove from the Software (or fail to include in any copy) any readme files, notices, headers, disclaimers, marks or labels; and (8) use or allow use of the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity. Notwithstanding any other provision of this Agreement, Customer shall not attempt to circumvent any security or access restrictions relevant to Software versions or features therein. Customer shall be liable to Arista for any damages, injury or harm caused to Arista as a result of Customer's violation of any of these limitations or restrictions.

Evaluation License. Arista may make certain Software available in object code form to end users only for evaluation, training or other limited non-commercial purposes without charging a Fee ("Evaluation License"). Where Arista has provided an Evaluation License, all of the terms of this End User License Agreement shall apply except that (i) Customer's license rights shall be limited to the evaluation of that Software, (ii) Customer shall not be required to pay a Fee for the evaluation of that Software and (iii) Arista shall have the right to revoke the license to the Software at any time and for any reason.

Installation. Customer is responsible for installing the Software and Equipment (if applicable), unless Customer purchases installation services from Arista pursuant to a separate agreement.

Updates. The terms and conditions of this Agreement shall apply to any upgrades, updates, bug fixes or modified versions (collectively, "Updates") or additional copies of the Software. Notwithstanding any other provision of this Agreement: (1) Customer has no license or right to use any such Updates or additional copies unless Customer, at the time of acquiring them, already holds a valid license to the Software associated with such Updates and has paid any required Fees for such Software; and (2) use of additional copies of the Software is limited to backup purposes only. By downloading or using any Updates, Customer's rights with respect to the Updates are subject to the terms of the latest revision of this Agreement posted at the time of receipt of the Updates, Arista's then-current policies and procedures, and Customer's Proof of Entitlement for the Software associated with such Updates.

Proprietary Notices. Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer may make such backup copies of the Software as may be necessary for Customer's lawful use, provided Customer affixes to such copies all copyright, confidentiality, and proprietary notices that appear on the original.

Reservation of Rights. The Software and documentation are owned by Arista and its licensors, and is protected by copyright, patent, trademark, and trade secret laws of the United States and other jurisdictions, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between Customer and

Arista, the Software, including without limitation intellectual property rights therein and thereto, are the sole and exclusive property of Arista or its subsidiaries or affiliated companies and/or its third-party licensors. All Software is licensed to Customer, not sold. Arista reserves all rights not expressly granted in this Agreement, and no rights or licenses shall be deemed or interpreted to be granted or transferred hereunder, whether by implication, estoppel, or otherwise. Customer shall not provide the Software, Equipment, documentation, or details regarding the operation of the Software and/or Equipment, or any other confidential and/or proprietary information to any third party.

Fees and Payments. Unless otherwise specified in the Proof of Entitlement, any license or subscription Fees with respect to the Software are due and payable no later than thirty (30) days after the date of invoice or first use of the Software by Customer, whichever is earlier. Late invoices shall be subject to interest of 1.5% per month (or the maximum rate permitted by law if less) plus any expenses of collection. Arista reserves the right to suspend and/or terminate access to the Software if any Fees payable hereunder are past due. Such suspension or termination shall not relieve Customer from its obligation to pay all amounts due under this Agreement.

Taxes. The Fees do not include any foreign, federal, state or local taxes, or any sales, use, excise, ad valorem, value-added, withholding or other taxes or duties that may be applicable to the purchase of Software (collectively, "Taxes"). Fees pursuant to this Agreement may not be reduced to reflect any Tax or other 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 payment by Arista, Arista will make such payment and Customer will reimburse Arista for such additional Tax payments (including, without limitation, 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.

Third Party Software. The Software may be distributed alongside certain third party software ("Third Party Software", together with the Software, the "Package") provided under separate license terms (the "Third Party Terms"). Information regarding Third Party Software provided to Customer by Arista is set forth in more detail on the Arista web site at <https://www.arista.com/en/support/product-documentation/gpl> and through the Software's help menu. Notwithstanding licenses granted in this Agreement, Customer acknowledges that certain components of the Software may be covered by Open Source Software licenses of third parties ("Open Source Components"). Arista shall provide a list of Open Source Components for a particular version of the Software upon Customer's request. To the extent required by the open source licenses applicable to the Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the open source licenses applicable to an Open Source Component prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of the open source licenses applicable to the Open Source Components require Arista to make an offer to provide source code or related information in connection with Open Source Components, such offer is hereby made. Any request for source code or related information should be directed only to: <https://www.arista.com/en/support/product-documentation/gpl>. Customer acknowledges receipt of notices for the Open Source Components for the initial delivery of the Software.

Protection of Information. Customer agrees that the Software and associated documentation, including, without limitation, the specific design and structure of individual

programs, constitute trade secrets and/or copyrighted material of Arista. Customer shall not disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Arista. Customer shall implement reasonable security measures to protect such trade secrets and copyrighted material. Customer must take security measures sufficient to reasonably safeguard the licensed Software from theft or from access by persons other than Customer's or its affiliates's authorized employees or agents.

Commercial Item. The Software and associated documentation are "commercial items" as defined at FAR 2.101 comprised of "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212. Consequently, regardless of whether Customer is United States Government or a department or agency thereof, Customer shall acquire only those rights with respect to the Software and associated documentation that are set forth in this Agreement.

Term and Termination. This Agreement is effective until terminated. Customer may terminate this Agreement at any time by destroying all copies of Software including, without limitation, any documentation. Customer's license rights under this Agreement will terminate immediately without notice from Arista if Customer fails to comply with any provision of this Agreement. If Customer's Proof of Entitlement for any Software states that the license for that Software is "Perpetual," then the License Term applicable to that Software is perpetual, subject only to termination for nonpayment of Fees or other breach of this Agreement. If Customer's Proof of Entitlement for any Software states that the license for that Software is a subscription ("Subscription Software"), then the License Term applicable to that Software is for the time period identified in such Proof of Entitlement, subject to early termination for nonpayment of applicable Fees or other breach of this Agreement. In addition, with respect to any Subscription Software, this Agreement, and the license rights afforded hereunder, shall terminate with respect to such Subscription Software upon the earlier of the completion of any License Term for such Subscription Software or immediately upon the failure of Customer to pay any subscription Fees when due and owing to Arista. Upon termination or expiration of this Agreement for any reason, (a) Customer shall immediately cease using any Software and must destroy or return to Arista all copies of the Software and associated documentation in its possession or control; and (b) Customer shall promptly pay to Arista any amounts owed under this Agreement, including, without limitation, any unpaid Fees.

Limited Software Warranty and Disclaimers. Subject to the terms and conditions of this Agreement, for any Software identified in a Proof of Entitlement, Arista warrants for a period of 90 days from the Start Date that (i) the media on which the Software is delivered will be free of defects in material and workmanship under normal authorized use consistent with the product instructions and (ii) the Software will perform substantially in accordance with Arista's standard specifications. The sole and exclusive remedy of the Customer and the entire liability of Arista under this limited software warranty shall be (i) for Arista to replace the defective media, and (ii) at Arista's option, to repair, replace or refund the Fees paid for such Software. This limited warranty extends only to the original purchaser. The "Start Date" shall mean the date when the Customer is granted access to the Software on the Arista website or when the Software is shipped from Arista's facilities or from an authorized Arista reseller to Customer, as applicable. NOTWITHSTANDING THE FOREGOING, ANY SOFTWARE LICENSED UNDER AN EVALUATION LICENSE, ANY SOFTWARE THAT IS PROVIDED WITHOUT CHARGING ANY FEE, ANY MODIFIED SOFTWARE AND ANY THIRD PARTY SOFTWARE ARE FURNISHED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ARISTA DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO

INTRUSION OR ATTACK. CUSTOMER MAY NOT MAKE A WARRANTY CLAIM AFTER EXPIRATION OF THE 90-DAY WARRANTY PERIOD.

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

EXCEPT AS SPECIFIED IN THE LIMITED SOFTWARE WARRANTY SET FORTH IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MEETING CUSTOMER'S REQUIREMENTS, NONINFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, COMPATIBILITY OR INTEROPERABILITY WITH ANY HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ARISTA, SATISFACTORY QUALITY, OR FREEDOM FROM INTERRUPTION OR ERROR, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE 90-DAY WARRANTY PERIOD OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

Disclaimer of Liabilities. IN NO EVENT WILL ARISTA OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ARISTA OR ITS DIRECTORS, OFFICERS,

EMPLOYEES, AFFILIATES, SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF ARISTA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS OR LICENSORS TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID TO ARISTA BY CUSTOMER FOR THE SOFTWARE OR EQUIPMENT THAT IS THE SUBJECT OF SUCH CLAIM IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHEN NOTICE OF SUCH CLAIM WAS PROVIDED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IN SUCH A

CASE THE FOREGOING LIMITATION WILL BE APPLIED TO THE GREATEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW.

Indemnification. Customer shall defend Arista and hold Arista, its affiliates, directors, employees, and representatives harmless against any liabilities, losses, damages, demands, claims, suits, and proceedings as well as fees, expenses and other costs of any kind or nature, including, without limitation, any attorney fees, expert fees, filing fees, judgments, and settlement amounts associated therewith, as and when incurred, arising out of or related to Customer's use of the Software or any breach or alleged breach by Customer or any of Customer's affiliates, employees, representatives, agents or end-users of any obligation, representation or warranty contained in this Agreement and pay any amounts finally awarded or agreed to in settlement of any such claim.

Export and Compliance with Laws. Customer shall comply with all applicable laws and regulations in connection with its use of the Software, as well as related technical information and data. Customer acknowledges that the Software may contain encryption or encryption technology and may be subject to certain controls and restrictions under U.S. and non-U.S. export, re-export and other laws, regulations and restrictions (collectively, the "Export Regulations"), including, without limitation, the U.S. Export Administration Act of 1979, as amended from time to time, and regulations promulgated thereunder, U.S. trade sanction programs, and other regulations promulgated by the Office of Foreign Assets Control, the Department of Commerce or other departments of the U.S. government. Customer agrees that it is solely responsible for obtaining and will obtain any necessary approvals or licenses from the applicable U.S. and foreign regulatory authorities. Without limiting the generality of the foregoing, Customer represents and warrants to Arista that it will not, directly or indirectly, export or re-export, supply or otherwise make available the Software or any related technical information or data to any person in violation of any Export Regulation, including, without limitation, re-exporting, supplying or otherwise making available the Software to any person on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List, in a country on the State Sponsors of Terrorism list or on any U.S. export exclusion lists (collectively, the "Export Denial Lists"). Customer represents and warrants that it is not on any of the Export Denial Lists and that Customer is not using and will not use any Software or related technical information or data to further activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. Customer further certifies to Arista that Customer will immediately notify Arista if at any time those warranties and representation become no longer accurate.

Without limiting the generality of any of the foregoing, Customer shall not sell, export, or re-export, directly or indirectly, the Arista technology to the Russian Federation, Belarus, or the non-government controlled regions of Ukraine (collectively, the "**Sanctioned Regions**") or for use in the Sanctioned Regions. Furthermore, Customer shall use best efforts to ensure that no third party involved in Customer's supply chain sells, exports, or re-exports, any Arista technology directly or indirectly, to a Sanctioned Region, and Customer shall establish and maintain an adequate monitoring mechanism to enforce this obligation. In addition, Customer shall immediately inform Arista of any violations of this paragraph and shall make available to Arista information concerning compliance with the obligations under this paragraph within two weeks of delivery of Arista's written request for such information. Any violation of this paragraph shall constitute a material breach of an essential element of this Agreement and (a) shall void Arista's warranty obligation concerning the Arista Products shipped in violation of this Paragraph and (b) entitle Arista to seek appropriate remedies, including, but not limited to (i) termination of this Agreement and (ii) a penalty in the amount of the price of the goods exported.

Trust-Based Licensing Model. Certain Software licensed under this Agreement does not include programmatic license enforcement. It is Customer's responsibility to ensure compliance with this Agreement, including, without limitation, all applicable restrictions set forth herein or in any Proof of Entitlement. By adopting this trust-based licensing model, Arista does not waive its right to enforce any aspect of this Agreement at any time. Additionally, Arista's knowledge of Customer's use of the Software beyond the scope of the license shall not operate as a waiver of Arista's rights to enforce the terms of this Agreement under any legal or equitable doctrine.

Reports and Audit. Customer agrees to monitor its use of the Software and generate accurate, complete and auditable records of its level of use. If at any time Customer becomes aware that it has used any Software without paying any applicable Fees or in excess of the limitations set forth in any applicable Proof of Entitlement, Customer shall promptly notify Arista in writing of such use and pay any additional Fees for the type of the Software or the features or functionality thereof actually used by Customer. Customer agrees that Arista shall have the right, at Arista's expense, to audit Customer's use of the Software on at least 15 business days' advance notice, during Customer's normal business hours and no more frequently than twice each year, which audit shall not unreasonably interfere with Customer's business.

Survival. The license limitations and restrictions contained in the section entitled "Limitations and Restrictions" as well as the following provisions shall survive the termination or expiration of this Agreement: Reservation of Rights, Protection of Information, Term and Termination, Limited Software Warranty and Disclaimers, Disclaimer of Liabilities, Indemnification, Reports and Audit, and General Provisions.

General Provisions. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of laws provisions thereof. Neither the provisions of the United Nations Convention on Contracts for the International Sale of Goods nor those of the Uniform Computer Information Transactions Act shall apply. Disputes arising hereunder shall be subject to the exclusive jurisdiction of the state and federal courts located in the Northern District of California, and the parties agree to submit to the jurisdiction of such courts. Arista may assign this Agreement or delegate its responsibilities without restriction. Customer may not assign this Agreement, its rights or licenses, or delegate its duties, hereunder, nor may any successor entity of Customer assume such rights, licenses or duties, in whole or in part, directly or indirectly, whether by sale of stock or assets, merger, change of control, operation of law, or otherwise, without Arista's prior written consent. Any assignment or assumption in violation of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement is the entire agreement between Arista and Customer with respect to the Software, and supersedes any and all prior agreements, negotiations, or other communications between Arista and Customer, whether oral or written, with respect to the subject matter hereof. In the event that any provision of this Agreement is held to be invalid or unenforceable, then: (a) such provision shall be deemed to be reformed to the extent strictly necessary to render such provision valid and enforceable, or if not capable of such reformation shall be deemed to be severed from this Agreement; and (b) the validity and enforceability of all of the other provisions hereof, shall in no way be affected or impaired thereby. Arista's failure to exercise, or delay in exercising, a right, power or remedy provided in this Agreement or by law shall not constitute a waiver of that right, power or remedy. Arista's waiver of any obligation or breach of this Agreement shall not operate as a waiver of any other obligation or subsequent breach of the Agreement. The English language version of this Agreement shall be the official and controlling version, and any translation provided is solely for convenience.