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**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 Core Materials (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.

**Protection of Information.** Customer agrees that the Core Materials 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.

**Commercial Item.** The Core Materials and associated documentation are "commercial items" as defined

at FAR 2.101 comprised of “commercial computer Core Materials” and “commercial computer Core Materials 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 Core Materials 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 Core Materials 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 Core Materials states that the license for that Core Materials is “Perpetual,” then the License Term applicable to that Core Materials is perpetual, subject only to termination for nonpayment of Fees or other breach of this Agreement. If Customer’s Proof of Entitlement for any Core Materials states that the license for that Core Materials is a subscription (“Subscription Core Materials”), then the License Term applicable to that Core Materials 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 Core Materials, this Agreement, and the license rights afforded hereunder, shall terminate with respect to such Subscription Core Materials upon the earlier of the completion of any License Term for such Subscription Core Materials 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 Core Materials and must destroy or return to Arista all copies of the Core Materials 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 Core Materials Warranty and Disclaimers.** Subject to the terms and conditions of this Agreement, for any Core Materials identified in a Proof of Entitlement and for which identified Fees have been paid, Arista warrants for a period of 90 days from the Start Date that (i) the media on which the Core Materials is delivered will be free of defects in material and workmanship under normal authorized use consistent with the product instructions and (ii) the Core Materials 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 Core Materials 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 Core Materials. This limited warranty extends only to the original purchaser. The “Start Date” shall mean the date when the Customer is granted access to the Core Materials on the Arista website or when the Core Materials is shipped from Arista’s facilities or from an authorized Arista reseller to Customer, as applicable. Except as expressly stated herein or as otherwise agreed to in a Service or Support agreement, Arista shall have no requirement to provide service to the Core Materials. Any service or support of the Core Materials provided by Arista shall be at Arista’s sole discretion and shall not entitle You to continuation of or additional support in the future. NOTWITHSTANDING THE FOREGOING, ANY CORE MATERIALS LICENSED UNDER AN EVALUATION LICENSE, ANY CORE MATERIALS THAT IS PROVIDED WITHOUT CHARGING ANY FEE, ANY MODIFIED CORE MATERIALS AND ANY THIRD PARTY CORE MATERIALS 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 CORE MATERIALS, OR ANY EQUIPMENT OR NETWORK RUNNING THE CORE MATERIALS, 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.

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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 CORE MATERIALS, 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 CORE MATERIALS 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, indemnify, and hold Arista, its affiliates, directors, employees, and representatives harmless against any liabilities, losses, damages, claims, demands, 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 Core Materials or any breach or alleged breach by Customer or any of Customer's employees, representatives or agents of any obligation, representation or warranty contained in this Agreement.

**Export and Compliance with Laws.** Customer shall comply with all applicable laws and regulations in connection with its use of the Core Materials, as well as related technical information and data. Customer acknowledges that the Core Materials 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 Core Materials 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 Core Materials 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 Core Materials 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.

**Trust-Based Licensing Model.** Certain Core Materials 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 Core Materials 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 Core Materials and generate accurate, complete and auditable records of its level of use. If at any time Customer becomes aware that it has used any Core Materials 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 Core Materials 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 Core Materials 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 Core Materials 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 Core Materials, 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.