

### MASTER SERVICES AGREEMENT

PLEASE READ THIS MASTER SERVICES AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE PURCHASING OR USING THE ARISTA NETWORKS PRODUCTS AND/OR SERVICES.

BY PURCHASING OR USING THE ARISTA NETWORKS PRODUCTS AND/OR SERVICES, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.

This Agreement consists the Master Services Agreement General Terms and Conditions, one or more of the professional descriptions listed below (the “**Service Descriptions**”) and, one or more Statements of Work (“**SOW**”) entered into pursuant to a Service Description, if applicable.

To the extent that the Customer has elected to purchase one or more of the Services covered by a Service Description, the relevant Exhibit(s) are incorporated into this Agreement by this reference:

- Arista Global Services A-Care Maintenance and Support Policy Exhibit, including Appendix A
- Arista Professional Services (“PS”) Terms Exhibit
- Awake Security Services Exhibit

### MASTER SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS.

- 1.1. “**Arista**” means Arista Networks, Inc., a Delaware corporation with offices at 5453 Great America Parkway, Santa Clara, CA 95054 or the other Arista affiliates identified in Section 15.1.1 below that enters this Agreement with Customer.
- 1.2. “**Arista Customer Portal**” means Arista support website, Arista’s restricted access portal for online services and information.
- 1.3. “**Cloud Services**” means the cloud hosted services such as CloudVision as a Service or Cognitive Cloud WiFi Management Service Customer may purchase subject to Arista’s Cloud Services Subscription Agreement available at [https://www.arista.com/assets/data/pdf/Cloud\\_Services\\_Subscription\\_Agreement.pdf](https://www.arista.com/assets/data/pdf/Cloud_Services_Subscription_Agreement.pdf)
- 1.4. “**Customer**” means the entity subscribing for Services pursuant to a Purchase Order or an agreement between Arista and Customer who is the final end user, purchaser or licensee and who may have acquired Product(s) for its own internal use and not for resale, remarketing, or redistribution.
- 1.5. “**Deliverable**” means, with respect to each Statement of Work, the items specified as

deliverables in such Statement of Work or attached exhibit.

- 1.6. **“Hardware”** means the physical components of equipment delivered to Customer as part of the Arista Products and/or Services that Arista makes available to Customers and that are listed on Arista’s Global Price List.
- 1.7. **“Licensed Product”** means Product that has been made available to the Customer on a licensed, subscription (or “term”) basis.
- 1.8. **“Product”** means both Hardware and/or Software.
- 1.9. **“Professional Services”** include the Arista Professional Services, one or more of the Awake Security Services and/or such other professional services as offered from time to time by Arista pursuant to this Agreement and the applicable Statement of Work.
- 1.10. **“Purchase Order”** means a written or electronic order from Customer to Arista for the Services to be provided by Arista under this Agreement.
- 1.11. **“Services”** means the services provided by Arista to Customer under this Agreement. Services may include Cloud Services, Maintenance and Support Services, Professional Services, Awake Security Service, or WiFi Access Point Replacement Services, as applicable.
- 1.12. **“Software”** means the machine-readable object code software programs licensed to Customer by Arista. Software shall exclude the software portion of any Customer Programmable Products.
- 1.13. **“Statement of Work”** or **“SOW”** means the document(s) agreed upon by Arista and Customer which define(s) the Professional Services to be performed under the applicable Exhibit and the Deliverables to be provided pursuant to such document.

## 2. SCOPE.

This Agreement and the attached Exhibits set forth the terms and conditions for Customer’s purchase of and entitlement to the Services during the term of this Agreement. Customer’s purchase and use of Cloud Services shall be governed by Arista’s Cloud Services Subscription Agreement at the link provided in Section 1.3.

## 3. ORDERS.

### 3.1. Orders/Acceptance.

Customer shall purchase Services and Products by issuing a Purchase Order which is (i) manually signed by an authorized representative, (ii) issued pursuant to an electronic data interchange agreement entered into by the parties, or (iii) a manually or electronically signed renewal notice. The Purchase Order will indicate the type of

Products and Services, quantity, price, total purchase price, shipping instructions (if relevant), requested delivery dates, bill-to address, tax exempt certifications, if applicable, and any other special instructions. Any contingencies or additional terms contained on such Purchase Order are not binding upon Arista. The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on the Purchase Order or other correspondence. All Purchase Orders are subject to approval and acceptance by Arista.

### 3.2. Order Modifications.

- 3.2.1. For the first two years of the Term (as defined in Section 7.1), once accepted by Arista, each Purchase Order shall constitute a binding commitment by Customer that cannot be cancelled or modified prior to shipment except as follows: (a) where noncancellation is prohibited by law, (b) shipments may be deferred 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; and (c) rescheduled orders or configuration change requests received less than ten (10) days before the original expected Shipping Date will be subject to acceptance by Arista.
- 3.2.2. After the first two years of the Term, once accepted by Arista, Purchase Orders may be modified subject to the following policy: (a) shipments may be deferred 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; and (b) cancelled orders, rescheduled orders or configuration change requests received less than ten (10) days before the original expected Shipping Date will be subject to acceptance by Arista.
- 3.2.3. In all cases, Arista reserves the right to reschedule delivery within ten (10) days of scheduled shipment and Arista may suspend or cancel any Purchase Order prior to shipment if Customer materially breaches this Agreement, fails to make payments when due or Arista believes in good faith that Customer's ability to make payments may be impaired.

## 4. **PRICING.**

Pricing for Products and Services provided under this Agreement shall be at Arista's then current list price, or as quoted or as specified in the relevant Statement of Work. All stated prices do not include any foreign, federal, state or local taxes, tariffs, or sales, use, excise, ad valorem, value-add, withholding, or other taxes or duties that may be applicable. Payments to Arista pursuant to this Agreement may not be reduced to reflect any withholding tax or other tax or mandatory payment to government agencies unless such payment is required for the specific Arista Products or Services under the local tax laws. Upon mutual written agreement by the Customer and Arista, Customer may withhold such tax provided it promptly sends Arista a copy of the withholding tax certificate or equivalent document that will be submitted to the local tax authority. When Arista has the legal obligation to collect taxes related to any invoice, unless Customer provides Arista with a

valid and acceptable tax exemption certificate prior to issuance of said invoice, the appropriate amount shall be added to Customer's invoice and paid by Customer. If a tax authority subsequently finds that any tax payment related to any sale or service to Customer was insufficient and requires additional payments by Arista, Arista will make such payments and Customer will reimburse Arista for such additional tax payments (including any interest, levies, and penalties). Arista will not be responsible for any taxes or other amount assessed to Customer by any government agency based on Customer's net income, gross revenue, or for any other reason.

### 5. PAYMENT.

Subject to credit approval by Arista, payment terms shall be net thirty (30) days from invoice date. Unless otherwise agreed to in writing, all Services shall be invoiced upfront in advance and Arista shall invoice for Products no later than the date such Products are shipped or made available to Customer. Customer shall have no right of set off or refund (except as expressly stated). All payments shall be made in U.S. currency. Any sum not paid by Customer when due shall bear interest until paid at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less. Arista retains a purchase money security interest in the Products and Services until paid in full. Customer will cooperate with Arista as requested by Arista to perfect any Arista security interest in the Products and Services.

### 6. PRODUCT DELIVERY AND LICENSE.

6.1. Hardware may be sold by Arista to Customer in connection with the Services. Shipping terms shall be Ex Works San Jose, California, or other Arista designated shipment point (INCOTERMS 2010). Title (other than to licensed software) and risk of loss or damage to Arista Products shall pass from Arista to the Customer at the shipping point. Delivery and acceptance by Customer shall be deemed to have occurred at the shipment point. Customer shall be responsible for all freight, handling and insurance charges subsequent to delivery. Shipping dates may change due to unpredictable market trends or other causes beyond Arista's reasonable control. Following delivery, Products may only be returned if defective and then, only in accordance with Arista's Hardware Replacement Process outlined in its Limited Warranty (<https://www.arista.com/assets/data/pdf/Warranty.pdf>).

6.2. Customer acknowledges that it may receive or be provided access to Software as a result of or in connection with the Services provided under this Agreement. Customer acknowledges and agrees that it may be required to use the version of Software specified by Arista from time to time as a condition to receiving the Services provided under this Agreement. Customer further agrees that it is licensed to use such Software only on Hardware authorized by this Agreement. Any such Software is provided subject to the terms and conditions of Arista's End User License Agreement, the current version of which can be found at <https://www.arista.com/assets/data/pdf/software-agreement/EndUserLicenseAgreement.pdf>.

Software will be made available for download from the Arista Customer Portal unless otherwise specified by Arista.

6.3. Customer acknowledges and agrees that, from time to time, in connection with rendering the Services, Arista may place one or more Hardware devices at Customer's facility. Such placement is temporary and Customer is responsible for returning such devices at the end of the Services engagement. If Customer fails to promptly return the Hardware device following Arista's request, Arista shall invoice Customer for the device at list price and the terms of Section 6.1 shall apply.

## 7. TERM AND TERMINATION.

7.1. Term. This Agreement shall commence on the Effective Date and continue for as long as there is an effective Purchase Order or SOW in place ("Term") unless terminated in accordance with this Section.

### 7.2. Termination:

7.2.1. By either Party: This Agreement, any Services, and/or any SOW hereunder may be terminated immediately upon written notice by either party under any of the following conditions:

- a) If the other party has failed to cure a breach of any material term or condition under the Agreement (subject to Section 7.2), and/or SOW within thirty (30) days (or such other period stated in the applicable SOW) after receipt of notice from the other party including a detailed description of such breach.
- b) Either party ceases to carry on business as a going concern, either party becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.
- c) Either party assigns (by operation of law or otherwise, and including merger) or transfers any of the rights or responsibilities granted under this Agreement and/or SOW, without the prior written consent of the other party.

7.2.2. By Arista: Notwithstanding anything else to the contrary, Arista may terminate this Agreement, any Services, and/or any SOW: (a) immediately upon written notice to Customer if Customer fails to pay for the Services when due and fails to make such payment within fifteen (15) days after written notice from Arista of such past due payment; and/or (b) immediately, effective upon delivery of written notice to Customer for breach of Section 3 (Orders), Section 6 (Software License), Section 8 (Confidential Information), or Section 9 (Export).

7.3. Effect of Termination. Upon termination of this Agreement any Service Orders, and/or SOWs, Customer shall, within ten (10) days after termination: (a) at Arista's discretion, return or certify the destruction of all of Arista's Confidential Information, and (b) either:

(i) return the original and all copies of the Deliverables and related materials received by Customer in connection with the terminated work for which Arista has not been paid in the course of performance; or (ii) a certificate certifying that Customer has destroyed the original and all copies of such Deliverables and related materials; and (c) return, or pay the full purchase price, for all Licensed Products that have been placed at Customer's facilities on a temporary basis pursuant to section 6.3 above. In the event this Agreement is terminated by either party, neither shall have any further obligations under this Agreement, except as specifically provided herein. Termination of this Agreement shall not constitute a waiver for any amounts due. Arista is not liable to Customer for any damages, expenditures, loss of profits, good will or prospective profits of any kind or nature arising out of such termination. The termination or expiration of a Service Order and/or SOW shall not terminate this Agreement unless otherwise specified by Arista. Notwithstanding any provision to the contrary, Customer's breach of this Agreement, Exhibit or SOW or failure to meet the pre-requisites excuses Arista's performance to the extent such performance has been affected by such breach or failure.

## 8. CONFIDENTIAL INFORMATION.

8.1. Each party hereby acknowledges that, in connection with the performance of this Agreement, it may receive from the other party certain confidential or proprietary technical and business information and materials ("**Confidential Information**"). Without limiting the generality of the forgoing, Confidential Information shall include, (a) with respect to Arista, the Services, Software, and accompanying documentation, data produced by the Services or Customer's use of the Services, test results or other outputs of the Services, and the existence of this Agreement and its terms, and (b) with respect to Customer, its data. Each party ("**Discloser**") may provide Confidential Information to the other party ("**Recipient**"). Recipient agrees to hold and maintain in strict confidence all Confidential Information of Discloser and not to use any Confidential Information of Discloser except as permitted by this Agreement or as may be necessary to perform its obligations under this Agreement. Recipient will use at least the same degree of care to protect the Discloser's Confidential Information as it uses to protect its own Confidential Information of like importance, and in no event shall such degree of care be less than reasonable care. Recipient shall only provide Confidential Information to its employees, contractors and third party service providers who have a need to know such Confidential Information for the purposes of this Agreement and who are bound by confidentiality obligations as restrictive as these. Recipient agrees that it shall not disclose Confidential Information to any other third party. Recipient will use and maintain reasonable administrative, physical and technical security measures to protect Discloser's Confidential Information from unauthorized access or disclosure. Recipient will promptly notify Discloser of any unauthorized disclosure or use of Confidential Information and assist, as Discloser requests, in the investigation, remediation and any required reporting or notice.

8.2. **Mandatory Disclosure.** If a Recipient is required by a judicial order, discovery request or other governmental order to disclose any Confidential Information, the Recipient will use commercially reasonable efforts to provide the Discloser with notice of such

request or requirement, and the Recipient will use reasonable efforts to ensure that all Confidential Information so disclosed is treated confidentially, including without limitation, providing reasonable assistance to the Discloser so that the Discloser may seek a protective order against public disclosure.

### 9. EXPORT.

Customer acknowledges that the Arista Products, Arista Services, and technology, or direct products thereof (collectively, "**Arista Technology**") are subject to export controls and sanctions under the laws and regulations of the Territory, the United States (U.S.), the European Union and other relevant territories ("**Export Regulations**") and Arista reserves the right to terminate an Order it believes would violate applicable Export Regulations. Customer shall comply with Export Regulations governing use, export, re-export, and transfer of Arista Technology, and will obtain all required authorizations, permits, or licenses. Customer represents that it is not subject to a comprehensive export prohibition, blocking sanction, or asset freeze administered by the U.S. or European Union. Arista and Customer 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.

Without limiting the generality of any of the forgoing, 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.

### 10. WARRANTY.

ARISTA WARRANTS THAT ALL SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER.

THE ONLY WARRANTY ARISTA PROVIDES WITH RESPECT TO ANY PRODUCTS IS THE WRITTEN LIMITED WARRANTY STATEMENT PROVIDED WITH THE PRODUCTS OR OTHERWISE SET FORTH AT <https://www.arista.com/assets/data/pdf/Warranty.pdf> AND NOTHING IN THIS AGREEMENT SHALL AFFECT THIS WARRANTY. EXCEPT AS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER ACKNOWLEDGES AND AGREES THAT ARISTA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AUDITORS AND ITS SUBCONTRACTORS, DO NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL MEET THE CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MAKE ANY WARRANTY AS TO THE RESULTS WHICH MAY BE OBTAINED FROM THE SERVICES OR DELIVERABLES. THE DELIVERABLES ARE NOT DESIGNED, INTENDED, OR LICENSED FOR USE IN ANY AERONAUTICAL, NUCLEAR, MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, OR FOR ANY OTHER APPLICATION IN WHICH THE USE OF THE DELIVERABLES COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR. CUSTOMER MUST NOTIFY ARISTA PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT ARISTA'S OPTION, RE-PERFORMANCE OF THE SERVICES, OR TERMINATION OF THE APPLICABLE SERVICES AND RETURN OF THE PORTION OF THE FEES PAID TO ARISTA BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES OR DELIVERABLES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 12 HEREOF. CUSTOMER IS RESPONSIBLE FOR BACKING UP AND PROTECTING ALL CUSTOMER DATA, INFORMATION, EQUIPMENT AND SYSTEMS. ARISTA, ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS AND LICENSORS, ARE NOT RESPONSIBLE FOR LIABLE FOR LOSS, CORRUPTION OR DESTRUCTION OF CUSTOMER DATA, NETWORKS OR EQUIPMENT.

### **11. FORCE MAJEURE.**

Arista will be excused from any obligation to the extent performance thereof is affected by acts of God, fire, flood, riots, material shortages, strikes, governmental acts, pandemics, disasters, earthquakes, inability to obtain labor or materials through its regular sources, or any other reason beyond the reasonable control of Arista.

### **12. LIMITATION OF LIABILITY.**

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF ARISTA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AUDITORS OR ITS SUBCONTRACTORS FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE MONEY ACTUALLY PAID BY CUSTOMER TO ARISTA (EITHER DIRECTLY OR THROUGH AN AUTHORIZED CHANNEL PARTNER) FOR THE PRODUCTS AND SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.



### 13. CONSEQUENTIAL DAMAGES WAIVER.

IN NO EVENT SHALL ARISTA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AUDITORS OR ITS SUBCONTRACTORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOST PROFITS, LOST OR DAMAGED DATA, INTERRUPTION OF BUSINESS, LOST OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF REPUTATION OR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, SERVICES OR TECHNOLOGY OR OTHER INTANGIBLE LOSS WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ARISTA, ITS LICENSORS, SUPPLIERS OR SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. THESE LIMITATIONS SHALL APPLY UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF ANY PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER, OR THE FAILURE OF SUCH PRODUCTS OR SERVICES TO PERFORM, OR FOR ANY OTHER REASON, AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### 14. NOTICES.

All notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or ten (10) days for international mail); or (c) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses as designated by a party by giving written notice to the other party pursuant to this paragraph.

### 15. GENERAL PROVISIONS.

#### 15.1. Choice of Law and Ordering Party.

15.1.1. This Agreement shall be by and between Customer and the Arista entity identified below in 15.1.1(a) - (d) based on the region where Customer's Purchase Order will be fulfilled (each "Arista" as applicable):

- a) Arista Networks, Inc., a Delaware corporation with offices located at 5453 Great America Parkway, Santa Clara, CA 95054 where Customer's purchase will be fulfilled within either North America or South America.
- b) Arista Networks Limited, an Irish limited company with a registered address at 70 Sir John Rogerson's Quay, Dublin 2, Ireland where Customer's Purchase Order will be fulfilled outside of North America and South America (excluding the United Kingdom and Sweden).

- c) Arista Networks UK Ltd an English limited company with a registered address at 6th Floor, One London Wall, London, EC2Y 5EB where Customer's Purchase Order will be fulfilled within the United Kingdom
  - d) Arista Networks Sweden AB a Swedish limited company with a registered address at Arista Networks Sweden AB c/o Azets Insight AB Ekensbergsvägen 113, Box 1424, 171 27 Solna, Sweden where Customer's Purchase Order will be fulfilled in Sweden.
- 15.1.2. If this Agreement is executed by Arista Networks, Inc., the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- 15.1.3. If this Agreement is executed by an Arista affiliate that is not listed in subsection 15.1.2 above, the validity, interpretation, and enforcement of this Agreement shall be governed by the domestic laws of the Republic of Ireland and the courts of Ireland shall have exclusive jurisdiction over any claim arising hereunder, except as expressly provided below.
- 15.1.4. 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.
- 15.2. **No Waiver.** No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.
- 15.3. **Assignment.** Neither this Agreement nor any rights or obligations under this Agreement or under any Purchase Order or SOW, other than monies due or to become due, shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Arista. Arista shall have the right to assign all or part of this Agreement or any Purchase Order or SOW without Customer's approval. This Agreement, including any related Purchase Order and SOWs, shall bind and inure to the benefit of the successors and permitted assigns of the parties.
- 15.4. **Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either party, as determined by such party in its sole discretion, then the affected party may terminate

this Agreement by notice to the other.

- 15.5. **Independent Contractor Relationship.** Arista and Customer understand, acknowledge and agree that Arista's relationship with Customer will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- 15.6. **Attorneys' Fees.** In any suit or proceeding between the parties relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- 15.7. **No Agency.** Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 15.8. **Amendment.** Arista may amend the terms of this Agreement at any time in its sole discretion, and Customer agrees to be bound to such amendment.
- 15.9. **Survival.** Sections 6 (Software License), 7 (Term and Termination), 8 (Confidential Information), 9 (Export), 10 (Warranty), 12 (Limitation of Liability), 13 (Consequential Damages Waiver), 15 (General Provisions) and all outstanding payment obligations under this Agreement, along with such provisions in the Exhibit or Statement of Work which, by their nature, survive the termination for any reason, shall survive termination of this Agreement or any Exhibit hereto.
- 15.10. **Privacy.** Customer acknowledges that to the extent Arista collects or processes personal data from Customer, including that of Customer's personnel to provide the Services, Arista does so in accordance with Arista's privacy policy available at: <https://www.arista.com/en/privacy-policy>, as updated by Arista from time to time. Arista uses personal data from Customer only in connection with the administration of the Agreement and in providing any sales, service or support for Customer. Customer represents and warrants that it has the right to disclose such personal data to Arista including any notice and consents necessary for Arista to process such data as set forth herein.
- 15.11. **Counterparts.** Facsimile or scanned signatures and signed facsimile or scanned copies of this Agreement will legally bind the Parties to the same extent as originals. This Agreement may be executed in multiple counterparts all of which taken together will constitute one single agreement between the Parties.

### **Arista Global Services A-Care Maintenance and Support Services Policy Exhibit, including Appendix A**

This Arista Global Services A-Care Maintenance and Support Policy Exhibit is an exhibit to the Master Services Agreement entered into by Arista and the Customer named therein and is incorporated into the Master Services Agreement by this reference and describes the support Services provided by Arista (“Maintenance and Support Services”). All capitalized terms not defined below have the meaning ascribed thereto in the Master Services Agreement. In the event of a conflict between the terms of this Exhibit and the Master Services Agreement, the terms of this Exhibit shall govern.

#### **Standard Warranty:**

- Arista warrants its Hardware Products for one (1) year from the date of shipment. Arista Software Products (other than Arista Software Products) are warranted for a period for ninety (90) days from the date of shipment or the date that they are made available for download by the customer, as the case may be. Arista’s product and software warranty policy is available at <https://www.arista.com/assets/data/pdf/Warranty.pdf>.
- A separate additional warranty is available for purchase for Arista’s Wi-Fi Access Point Products. This warranty is described in the Arista WiFi Access Point Replacement Service Program Exhibit to this Agreement.
- A separate additional warranty is applicable to the software portion of Arista’s Security Service Products. This warranty is described in the Arista Security Service Program Exhibit to this Agreement.
- Arista TAC will evaluate Standard Warranty claims based on failure to meet the applicable specifications and send return material authorization (“**RMA**”) instructions as needed.

This **Arista Global Services A-Care Maintenance and Support Service Support Policy** is offered for purchase as an additional support service to compliment Arista’s Standard Warranty.

#### **1. DEFINITIONS.**

- 1.1. **“Additional Services”** means installation of new Hardware, system additions, Hardware upgrades, or non- mandatory engineering changes.
- 1.2. **“Advance Replacement”** means shipment of replacement FRU(s) in advance of receipt of failed/defective FRU(s).
- 1.3. **“Customer Programmable Product”** means products from Arista in which the software portions are programmable by parties other than Arista.
- 1.4. **“Field Replacement Unit (FRU)”** means a unit of Hardware or any component of a unit of Hardware, subject to size and weight limitations, which can reasonably be replaced at a Customer location. Arista typically stocks all FRUs in its parts depots except for spare chassis for the 7300, 7500, and 7800 Series products. Those parts

are expected to have a very low failure rate and may not be stocked in all Arista Service Depots, and as such, may not be available for same day or next day delivery services.

- 1.5. **“Four-Hour Response”** means the four (4) hour time period commencing upon Arista’s problem diagnosis and determination that a FRU is required and ending when the Advance Replacement FRU is delivered on-site and where applicable, an on-site engineer arrives at the Customer’s designated location.
- 1.6. **“Maintenance Release”** means an incremental release of Software that provides maintenance fixes and may provide additional features. Maintenance Releases are designated by Arista as a change in the digit(s) to the right of the tenths digit of the Software version number [x.x.(x)].
- 1.7. **“Major Release”** means a release of Software that provides additional Software features and/or functions. Major Releases are designated by Arista as a change in the ones digit of the Software version number [(x).x.x].
- 1.8. **“Minor Release”** means an incremental release of Software that provides maintenance fixes and additional Software features. Minor releases are designated by Arista as a change in the tenths digit(s) of the Software version number [x.(x).x].
- 1.9. **“Reinstallation”** means that the Product that Customer installed at its designated location is removed and the Advance Replacement FRU supplied by Arista is placed in the same location.
- 1.10. **“Standard Business Hours”** means 9:00 a.m. to 5:00 p.m., local time (Customer’s location), Monday through Friday, excluding local and Arista-observed holidays.
- 1.11. **“Single Point of Contact Support”** means support services are delivered directly by Arista.
- 1.12. **“TAC”** means Arista’s Technical Assistance Center.
- 1.13. **“Two-Hour Response”** means the two (2) hour time period commencing upon Arista’s problem diagnosis and determination that a FRU is required and ending when the Advance Replacement FRU is delivered on-site and where applicable, an on-site engineer arrives at the Customer’s designated location.
- 1.14. **“WiFi Access Point Advance Replacement”** means shipment of replacement WiFi-FRU(s) in advance of receipt of failed/defective FRU(s) described in 2.2.7 below and is the only Service available for Arista WiFi access point Products under this Exhibit.
- 1.15. **“WiFi Access Point Field Replacement Unit” (or “WiFi-FRU”)** means a unit of Hardware or any component of a unit of WiFi access point Hardware, subject to size and weight limitations.

## 2. SERVICE RESPONSIBILITIES OF ARISTA.

According to the support level selected by the Customer and in consideration of the fee paid  
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by Customer, Arista, either directly or locally through an Arista-approved Services Partner (“Arista Partner”), shall provide the following Maintenance and Support Services where available and in accordance with the provisions of this Exhibit. In order for Customer to receive independent access to Arista’s Customer Software download portal, Customer must maintain Maintenance Services for all of its Products. Customer may only download and/or install Software under this Exhibit onto Arista Products with Support Services then in effect. The Maintenance and Support Services shall commence on the date of shipment of the Product to which such Maintenance Services apply. The term of Service shall continue for the period purchased by the Customer as specified on the Purchase Order. The parties may agree to renew or extend any then current Service term by purchasing additional terms of Service. If Customer does not renew or extend the Maintenance Services term for an Arista Product prior to such term’s expiration, Arista may, in its sole direction, require Customer to pay to Arista a reinstatement fee, in addition to paying Arista for back-dated Services until such Product’s support Services are current, at Arista’s then current list prices, before the new Maintenance Services term can be applied to such Arista Product if Customer elects to purchase Maintenance Services for such Arista Product.

### **2.1. Maintenance and Support Services.**

- 2.1.1. Assist the Customer by telephone or electronic mail (for information related to Product use, configuration and troubleshooting).
- 2.1.2. Under Single Point of Contact Support, provide 24 hours per day, 7 days per week access to TAC. Arista will respond to Priority 1 and 2 calls within one (1) hour and Priority 3 and 4 calls no later than the next business day.
- 2.1.3. Manage the Problem Prioritization and Escalation Guidelines described in Appendix A. Generate work-around solutions to reported Software problems using reasonable commercial efforts or implement a patch to the Software. For a Software patch, Arista or the Arista Partner will make a Maintenance Release available to the Customer for the Product experiencing the problem or provide a Software image, as agreed by the Customer.
- 2.1.4. Support any release of Software in accordance with Arista’s EOS Lifecycle Policy (available at <https://www.arista.com/en/support/product-documentation/eos-life-cycle-policy> which Arista may update at any time).
- 2.1.5. Provide Major Release(s), Minor Release(s), and Maintenance Release(s), upon Customer request, for Software supported under this Exhibit.
- 2.1.6. Provide the Customer with access to the Arista Customer Portal. This system provides the Customer with technical and general information on Arista Products, access to Arista’s on-line Software library, and Customer install base information.
- 2.1.7. Arrange all remedial support shipments to Customer via transportation as specified in Section 2.2. Request for alternate carriers will be at Customer’s expense.

- 2.1.8. Provide, upon request, supporting documentation via email or through the Arista Customer Portal for each Software release for Product supported hereunder.

### **2.2. Advance Replacement Services.**

Arista or Arista Partner will offer the following levels of Advance Replacement subject to geographic availability. Destination country importation and customs processes may condition delivery times. Advance Replacement FRUs will be either new or equivalent to new at Arista's discretion, and the Advance Replacement FRU may be of like or similar equipment or next generation equipment at Arista's discretion. Arista shall be responsible for the cost of shipping the Advanced Replacement FRU to Customer and the associated defective RMA Product to Arista's parts depot.

#### **2.2.1. A-Care Next Business Day/Same-Day-Ship.**

- 2.2.1.1. Next Business Day Advance Replacement is available for purchase in countries where Arista has a parts depot. In countries where an Arista parts depot is not available, Advance Replacement FRU parts will be shipped the same day from the nearest parts depot and actual delivery to Customer may vary based on delays due to transit, customs and importation.
- 2.2.1.2. Advance Replacement FRU parts will ship the same day to arrive the next business day provided both the call and Arista's or Arista's Partner's diagnosis and determination of the failed Hardware has been made before 3:00 p.m., local time, Monday through Friday (excluding local and Arista-observed holidays). For requests after 3:00 p.m., local time, the Advance Replacement FRU parts will ship the next business day.
- 2.2.1.3. No installation services are provided as part of this offering.

#### **2.2.2. A-Care Return-to-Base.**

- 2.2.2.1. Return to Base Advance Replacement is available for purchase only for certain Arista Products, and is available only in countries where Arista has a parts depot. Advance Replacement FRU parts will be shipped standard delivery service from Arista designated parts depot. Actual delivery to the Customer will vary depending on the destination country and location and Arista makes no commitment as to when Customer will receive the Advanced Replacement FRU. No installation services are provided as part of this offering.

#### **2.2.3. A-Care 4-Hour.**

- 2.2.3.1. Where available, A-Care 4-hour service may be purchased. Availability for A-Care 4-Hour service is restricted to within one hundred (100) miles of

an Arista parts depot (in the U.S.) and seventy-five (75) kilometers (outside the U.S.) of an Arista parts depot.

2.2.3.2. Advance Replacement FRUs will be delivered on-site twenty-four (24) hours per day, seven (7) days per week, including Arista-observed holidays.

2.2.3.3. Arista will make commercially reasonable efforts to provide Four-Hour Response for on-site delivery of the replacement part.

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

### **2.2.4. A-Care 2-Hour.**

2.2.4.1. Where available, A-Care 2-hour service may be purchased. Availability for A-Care 2-Hour service is restricted to within twenty-five (25) miles of an Arista parts depot (in the U.S.) and twenty (20) kilometers (outside the U.S.) of an Arista parts depot.

2.2.4.2. Advance Replacement FRUs will be delivered on-site twenty-four (24) hours per day, seven (7) days per week, including Arista-observed holidays.

2.2.4.3. Arista will make commercially reasonable efforts to provide Two-Hour Response for on-site delivery of the replacement part.

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

### **2.2.5. A-Care On-site 4-Hour.**

2.2.5.1. If the On-site 4-Hour reinstallation option is purchased by the Customer, Advance Replacement FRU parts will be delivered and Reinstalled on-site twenty-four (24) hours per day, seven (7) days per week, including Arista-observed holidays.

2.2.5.2. Arista will make commercially reasonable efforts to provide Four-Hour Response for on-site delivery and commencement of Reinstallation of the part.

2.2.5.3. Availability for A-Care On-Site 4-Hour service is restricted to Customer locations that are within one hundred (100) miles of an Arista parts depot (in the U.S.) or seventy-five (75) kilometers (outside the U.S.) of an Arista parts depot.

### **2.2.6. A-Care On-site Next Business Day / Same-Day-Ship.**



2.2.6.1. If this service level is purchased by the Customer, Advance Replacement FRUs will ship the same day to arrive the next business day for Reinstallation provided both the call and Arista's or Arista's Partner's diagnosis and determination of the failed Hardware has been made before 3:00 p.m., local time, Monday through Friday (excluding Arista-observed holidays). For requests after 3:00 p.m., local time, the Advance Replacement FRU will ship the next business day.

2.2.6.2. Where available, A-Care Next Business Day service may be selected. Availability for Next Business Day service is available for Customer locations that are within one hundred (100) miles of an Arista parts depot (in the U.S.) or seventy-five (75) kilometers (outside the U.S.) of an Arista parts depot.

### **2.2.7. Access Point Replacement Service.**

2.2.7.1. Next business day WiFi Access Point Advance Replacement Service is available in countries where Arista has a parts depot. WiFi-FRU parts will be shipped the same day from the nearest parts depot and actual delivery to Customer may vary based on delays due to transit, customs and importation.

2.2.7.2. WiFi-FRU parts will ship the same day to arrive the next business day provided both the call and Arista's or Arista's Partner's diagnosis and determination of the failed Hardware has been made before 3:00 p.m., local time, Monday through Friday (excluding Arista-observed holidays). For requests after 3:00 p.m., local time, the WiFi-FRU parts will ship the next business day.

### **2.3. Third Party Providers.**

Arista reserves the right to subcontract Services to a third party organization to provide Maintenance and Support Services to Customer.

### **2.4. Arista Parts Depots.**

A list of Arista parts depots (Arista RMA depots) is available on Arista website at <https://www.arista.com/en/support/customer-support/a-care-services>.

## **3. SERVICE RESPONSIBILITIES OF CUSTOMER.**

3.1. Customer will provide a priority level as described in Appendix A for all calls placed.

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

3.3. Customer agrees to use the version of Software that may be required from time to time by Arista. Customer acknowledges and agrees that Arista may, at Arista's option, require that the latest release of Software be used by Customer on replacement

Hardware provided by Arista, in which case Customer shall promptly return the old Hardware to Arista or Arista will arrange for the return of such Hardware.

- 3.4. Customer will provide sixty (60) days' Notice to Arista of any requested new Product addition(s) to installation locations.
- 3.5. Customer agrees to pay all travel expenses if Arista is requested by Customer to perform Maintenance and Support Services at Customer's facilities. However, reasonable travel is included with Arista's On-Site A-Care offering. Engineering time will be billed at the then-current applicable time and materials rates.
- 3.6. Customer agrees to notify Arista, by opening a TAC case or contacting [renewals@arista.com](mailto:renewals@arista.com), when it plans to move any Product to a new location. Customer agrees to make such notification thirty (30) days prior to Product relocation. In cases where the Customer has relocated Product to a new location without notifying Arista of the location change, Arista cannot guarantee delivery of next business day, 2-hour or 4-hour service, if Customer has purchased such support. In such events, Arista will, subject to inventory availability, make commercially reasonable efforts to deliver advanced replacement part(s) same day from an alternate Arista service depot, with actual delivery times subject to transportation, customs, and import processing times.
- 3.7. Customer is responsible for returning to Arista all defective or returned Product in accordance with Arista's RMA procedure. Arista's RMA procedure is available on the Arista Customer Portal. Where Reinstallation has been purchased, Arista will be responsible for removing the defective or returned Product. Customer is responsible for the following when receiving Advance Replacement FRUs and returning replaced.
  - 3.8. Under standard A-Care service (Sections 2.2.1, 2.2.2, 2.2.3, 2.2.4, and 2.2.7 above):
    - 3.8.1. Customer is responsible for proper packing of the returned Product.
    - 3.8.2. Returns must be received at an authorized Arista return location within ten (10) business days; otherwise, the list price of the Hardware will be charged, or Arista will arrange for the return of the product.
  - 3.9. Customer is responsible for the following when receiving On-Site Reinstallation of Products under A-Care Service (Section 2.2.5 and 2.2.6 above):
    - 3.9.1. At least sixty (60) days prior to the intended start of On-Site Reinstallation services, inform Arista of any security or other considerations that must be followed when On-Site Reinstallation services are being performed.
    - 3.9.2. Customer shall provide to Arista, and Arista shall ensure that its personnel or subcontractors make commercially reasonable efforts to comply with, Customer's security regulations in their activities at Customer sites or in connection with Customer systems.

- 3.9.3. Provide applicable access credentials or other means of gaining access to the Products that will be replaced.
- 3.9.4. Make appropriate personnel available to assist Arista in the performance of its responsibilities.
- 3.9.5. Provide safe access, high speed connectivity to the Internet, and other facilities for personnel while working at Customer's location.
- 3.9.6. Provide all information and materials reasonably required to enable Arista to access the Products and to provide the Services.
- 3.9.7. Be responsible for the identification or interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect Customer's existing systems, applications, programs, or data to which Arista will have access during its performance of the Services, including applicable data privacy, export, and import laws and regulations. It is Customer's responsibility to ensure the locations, systems, applications, programs, and data meet the requirements of those laws, regulations and statutes.
- 3.10. Customer acknowledges that it is only entitled to receive Services on the Product for which it has paid a separate fee for the applicable term specified in the Purchase Order. Arista reserves the right, upon reasonable advance notice, to perform an audit of Customer's Products and records to validate such entitlement and to charge for support if Arista determines that unauthorized support is being provided, as well as interest penalties at the highest rate permitted by law, and applicable fees including, without limitation, attorneys' fees and audit fees.
- 3.11. Customer acknowledges and agrees that as part of providing the Services under this Exhibit, Arista will receive information from Customer regarding Customer's use of the Arista Products and Services including but not limited to information on the performance of the Arista Products, details regarding the deployment and configuration of the Arista Products and other connected devices, and any information provided by Customer and used by Arista to troubleshoot the Arista Products as part of the Services ("Support Data"). In addition to providing the Services, Customer agrees that Arista may use Support Data for the general improvement of the Arista Products and Services subject to the confidentiality obligations contained in Section 8.

#### **4. SERVICES NOT COVERED UNDER THIS EXHIBIT.**

- 4.1. Any customization of, or labor to install, equipment.
- 4.2. Except for Arista's On-Site A-Care offering, expenses incurred to visit Customer's location, except as required during escalation of problems by Arista or the Arista Partner.
- 4.3. Furnishing of supplies, accessories or the replacement of expendable parts (e.g.,

cables, blower assemblies, power cords, and rack mounting kits).

- 4.4. Electrical or site work external to the Products.
- 4.5. Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by natural causes, or damaged due to a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable Arista-supplied documentation.
- 4.6. Services to resolve Software or Hardware problems resulting from third party products or causes beyond Arista or the Arista Partner's control.
- 4.7. Services for non-Arista software installed on any Arista Product.
- 4.8. Any Hardware upgrade required to run new or updated Software.
- 4.9. Additional Services are provided at the then-current time and materials rates.
- 4.10. Services to the Software portion of any Customer Programmable Product.

### APPENDIX A to Maintenance and Support Services Policy Exhibit

#### ARISTA PROBLEM PRIORITIZATION AND ESCALATION GUIDELINE

To ensure that all problems are reported in a standard format, Arista has established the following problem priority definitions. These definitions will assist Arista in allocating the appropriate resources to resolve problems. Customer must assign a priority to all problems submitted to Arista.

#### PROBLEM PRIORITY DEFINITIONS:

**Priority 1:** (Critical Customer Impact). Customer's mission-critical network functionality is inoperable, or has degraded to the point that normal operations are impossible. Arista and Customer will commit full-time resources to resolve the situation.

**Priority 2:** (Significant Customer Impact). The network is in an impaired state, and operating at a level of decreased effectiveness. Normal operations are possible, but negatively impacted. Arista and Customer will commit full-time resources during Standard Business Hours to resolve the situation.

**Priority 3:** (Acceptable Customer Impact). Normal operations of the network are not impaired, but a performance issue exists that requires attention. Arista and Customer are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.

**Priority 4:** (Administrative Customer Impact). The issue is cosmetic, or an inquiry regarding switch operations. There is clearly little or no impact to the Customer's business operation. Arista and Customer are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

Arista encourages Customer to reference this guide when Customer-initiated escalation is required. If Customer does not feel that adequate forward progress, or the quality of Arista service is not satisfactory, Arista encourages Customer to escalate the problem ownership to the appropriate level of Arista management by asking for the TAC Manager.

### ARISTA PROFESSIONAL SERVICES (“PS”) TERMS EXHIBIT

This Arista Professional Services Exhibit is an exhibit to the Master Services Agreement entered into by Arista and the Customer named therein and is incorporated into the by Master Services Agreement this reference. All capitalized terms not defined below have the meaning ascribed thereto in the Master Services Agreement. In the event of a conflict between the terms of this Exhibit and the Master Services Agreement, the terms of this Exhibit shall govern. Customer and Arista may enter into one or more Statements of Work (“SOW”) that references the Master Services Agreement. Each SOW shall incorporate the terms of this Exhibit and the Master Services Agreement.

#### 1. SERVICES

1.1. Purchase Orders for Professional Services shall not be deemed accepted by Arista until Customer has agreed to an Arista provided statement of work (“SOW”) for such Professional Services as set forth below. Arista Professional Services shall be provided solely in accordance with and under the terms of such SOW and the Master Services Agreement (including this Exhibit), and the Parties agree any conflicting or additional terms proposed by Customer will be void and of no effect.

1.1.1. Arista offers three types of Professional Services available for purchase by Customer as follow:

1.1.1.1. “T&M PS” is for the provision of general consulting services for Arista Products, purchased by Customer on a per-day basis, and is further described and subject to the terms contained in Arista’s Time Based (T&M) Statement of Work (“T&M SOW”) available at <https://www.arista.com/assets/data/pdf/Arista-Professional-Services-Packaged-Services-TM-Time-Based.pdf>. To purchase T&M PS, Customer must issue a Purchase Order to Arista with the SKU identified in the Arista T&M SOW and the quantity in days. Customer shall not be entitled to receive any T&M PS until Arista has accepted a Purchased Order for T&M PS.

1.1.1.2. “Preset PS” is for services directed towards the provision of pre-defined deliverables related to Arista Products, as further described and as subject to the terms contained in Arista’s DANZ Monitoring Fabric (DMF) Statement of Work (“Preset SOW”) available at <https://www.arista.com/assets/data/pdf/Arista-Professional-Services-Packaged-Services-Monitoring-Fabric-DMF.pdf>. To purchase Preset PS, Customer must issue a Purchase Order to Arista with one or more of the SKUs identified in the Arista Preset SOW. Customer shall not be entitled to receive any Preset PS until Arista has accepted a Purchased Order for Preset PS.

1.1.1.3. “Scoped PS” is for the provision of services for a specific project defined in a written SOW that is signed by Customer and Arista. The signed SOW will define the Professional Services and fees, and as applicable milestones, Deliverables, and other terms specific to the scoped project. Customer shall not be entitled to receive any Scoped PS until Customer and Arista have executed a written SOW.

## **2. CUSTOMER SECURITY REGULATIONS / WORK POLICY.**

2.1. Customer shall provide to Arista, and Arista shall ensure that its personnel or subcontractors make commercially reasonable efforts to comply with, Customer’s security regulations in their activities at Customer sites or in connection with Customer systems.

2.2. Unless otherwise agreed to by both parties, Arista’s personnel (including its subcontractors) will observe the working hours, working rules, and holiday schedules of Customer while working on Customer’s premises.

## **3. GENERAL PROFESSIONAL SERVICES TERMS.**

3.1. Each SOW shall specify the term for the Services to be rendered under such SOW and shall terminate in accordance with such SOW’s terms. Notwithstanding anything to the contrary, each SOW hereunder shall terminate immediately upon termination of the Master Services Agreement, unless otherwise agreed by Arista.

3.2. Arista represents and warrants that the Professional Services it provides hereunder will be of a professional quality conforming to generally accepted industry standards and practices. Except as otherwise specified in an applicable SOW, if Customer discovers a material deviation in the Professional Services or Deliverables from the applicable written specifications or requirements, then Customer shall, within ten (10) business days after completion or delivery, submit to Arista a written report describing the deviation in sufficient detail for Arista to identify and reproduce the deviation, and Customer’s sole remedy for such noncompliance shall be, at Arista’s discretion (i) for Arista to correct the deviation within a reasonable time following Customer’s written notice, or (ii) if Arista is unable to correct the deviation, then, upon Customer’s request, Arista shall refund any payments that Customer has made specifically for such non-compliant Services or Deliverables.

## **4. NON-SOLICITATION.**

Customer agrees that for the term of any Services engagement, Customer will not directly or indirectly, recruit, solicit, discuss employment with or engage any Arista personnel then assigned to provide any aspect of the Services or Deliverables to Customer or its affiliates, or

induce any such individual to leave the employ of Arista. Notwithstanding the forgoing, Customer may hire or employ Arista personnel if Arista personnel independently engage Customer, without the use of a recruiter or any other recruiting mechanism which specifically targets Arista personnel. For the avoidance of doubt, Arista personnel shall be considered to have independently engaged Customer if personnel are responding to a general solicitation for applications online or at a career fair.

### 5. INTELLECTUAL PROPERTY.

5.1. Each party reserves all its intellectual property rights, and nothing herein shall be deemed or interpreted to grant or transfer any rights or licenses, whether expressly or by implication, estoppel, or otherwise. Arista, its subsidiaries, affiliates and licensors retain all right, title and interest, including without limitation all intellectual property rights, in and to the Products, Services and, except as expressly provided in an Exhibit or SOW, the Deliverables, including any updates, upgrades, improvements or derivative works thereof. Nothing herein shall preclude Arista, its subsidiaries and affiliates, from developing, using or marketing services or materials that are similar or related to any Deliverables provided hereunder. To the extent Deliverables constitute modifications or enhancements to Arista's Products and Services, such Deliverables shall be deemed to be included in Customer's separate license thereto, for the remaining duration of the applicable subscription to such Arista Products and Services.

5.2. Any materials furnished by Customer for use by Arista, its subsidiaries or affiliates, ("Customer Materials") shall remain the property of Customer, provided that Customer grants to Company a nonexclusive right and license to use such materials as reasonably necessary in connection with the Services. Aggregated and anonymized data and information derived from providing the Services or from Customer Materials is not Customer Materials or Confidential Information and may be used by Arista (and its subsidiaries or affiliates, successors or assigns) for any business purpose.

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



### AWAKE SECURITY SERVICES EXHIBIT

This Awake Security Services Exhibit is an exhibit to the Master Services Agreement entered into by Arista and the Customer named therein and is incorporated into the Master Services Agreement by this reference and describes the Security Services offered by Arista (“Security Service Offerings”). All capitalized terms not defined below have the meaning ascribed thereto in the Master Services Agreement. In the event of a conflict between the terms of this Exhibit and the Master Services Agreement, the terms of this Exhibit shall govern.

#### 1. DEFINITIONS.

“Deliverable Report” means the deliverables produced: (i) status reports; (ii) “incident response”, “attack surface assessment”, “network compromise assessment” or any other deliverable report produced during the work effort.

“Endpoint Data” means data resulting from use of the Endpoint Technology.

“Endpoint Technology” means Software which may be accessed from a cloud-based provider or installed in the Customer’s Environment (as stated in the quotation, SOW or Purchase Order) which is used for endpoint monitoring, digital forensic and cyber response as described in this Exhibit.

“Environment” means the Customer’s networks and systems being monitored with the Endpoint Technology.

“Incident” means a suspected or actual security breach incident resulting from Malware, unauthorized attacker, access or hacking.

“IR Service Term” means the period of time during which the Customer purchases the Incident Response (IR) Retainer for Arista to perform the IR Retainer which is stated in the quote, SOW or Purchase Order and which, at a minimum, is an annual subscription period.

“Malware” means any program, mechanisms, programming devices or computer code: (i) designed to disrupt, disable, erase, harm, corrupt or otherwise interfere or impede with the operation of any software program or code, any computer, system or network which may also commonly be referred to as “spyware,” “viruses” or “worms;” (ii) that disables or impairs the operation of any software, computer, system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other number which may be referred to as “time bombs,” “time locks” or “drop dead” devices excluding license keys; (iii) is designed to or could reasonably be used to permit a party or any third party to access wrongfully any computer system or network which may be commonly referred to as “trojans,” “traps,” “access codes” or “trap door” devices; or, (iv) designed or could reasonably be used to permit a party or any third party wrongfully to track, monitor or otherwise report the operation and use of any software program or any computer system or network by any other party or any of its customers.

“Software” means the Arista software provided with the Product that is licensed for use in accordance with the Arista End User License Agreement including all updates, upgrades, modifications, improvements and derivatives thereof but excluding third party software and open source software provided therewith.

## 2. PURCHASE OF SERVICES.

Customer may purchase one or more of the Security Service Offerings described hereinbelow or in a separate Statement of Work by delivery of a Purchase Order that references the appropriate SKU for the Service, or by entering into a Statement of Work for such Services with Arista in substantially the form of Appendix B hereto that references this Master Services Agreement.

## 3. INTELLECTUAL PROPERTY.

**3.1. Arista Technology.** Except for the license granted in Section 3.2 below, Arista, its subsidiaries, affiliates and licensors retain all right, title and interest, including without limitation all intellectual property rights, in and to the Products, Services and, the Deliverables, including any updates, upgrades, improvements or derivative works thereof. If Licensed Products are placed at Customer’s facilities in connection with NTA Technology, Customer will stop all use of the Products and return them to Arista within 14 days of the completion of the Services, in accordance with Arista’s instructions, in good working order (except for reasonable wear and tear) or pay the current list price for the Products upon receipt of an invoice. Nothing herein shall preclude Arista, its subsidiaries or affiliates, from developing, using or marketing services or materials that are similar or related to any Deliverables or Services provided hereunder. To the extent Deliverables constitute modifications or enhancements to Arista’s Products and Services, such Deliverables shall be deemed to be included in Customer’s separate license thereto for the remaining duration of the applicable subscription to such Arista Products and Services.

**3.2. Customer Data.** Any materials furnished by Customer for use by Arista, its subsidiaries or affiliates, and data generated through the analysis of the Customer network traffic (“Customer Data”) shall remain the property of Customer, provided that Customer grants to Arista a nonexclusive right and license to use such data as reasonably necessary in connection with the Services. In addition, Customer hereby grants Arista a nonexclusive, fully paid up, royalty-free, worldwide, irrevocable, perpetual, transferable, sublicensable, rights and license to make, have made, use, sell, offer for sale, import, disclose, reproduce, license, distribute, perform, display, transmit, modify, prepare derivative works or, and otherwise exploit the Customer Data in an aggregated and anonymized format, and information and/or intelligence derived from providing the Services to Customer hereunder, including in connection with the development, modification, enhancement, provision, and support of Arista’s current and future products, services, technology, including any enhancements, documentation or other development in connection therewith.

**3.3. Deliverables.** Following the full and complete payment for the Services, and compliance by Customer with the terms of this Agreement, Arista hereby grants Customer a nonexclusive, fully paid up, royalty-free, worldwide, irrevocable, perpetual, right and license to use, reproduce, and modify the portions of the Deliverables that are unique to Customer.

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

#### **4. NON-SOLICITATION.**

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

#### **5. DISCLAIMER AND RELEASE:**

**5.1. CUSTOMER ACKNOWLEDGES THAT THE LICENSED PRODUCTS ARE NOT DESIGNED TO BLOCK OR PREVENT THE INTRODUCTION OF MALWARE BY THIRD PARTIES AND DO NOT DETECT ALL MALWARE.** The Products are not, designed to and do not block Malware from entering its network or systems and that there is no guarantee that 100% of Malware or other security threats will be detected after it has entered the system or network. Therefore, except in the case of MNDR Services, Customer retains sole responsibility for monitoring and managing its environment for Incidents.

**5.2.** Customer further acknowledges and agrees that the mitigation or analysis of Malware, security breaches and other Incidents may involve the removal of network data. Arista agrees to work with Customer to minimize impact on the network and/or data loss, but

cannot guarantee that there will be no network impact or that no data will be lost. Customer agrees to take a pro-active role in backing up and protecting its data.

- 5.3. Customer understands and agrees that some of the Services offered hereunder involve the use of Arista's testing procedures and the certain tools, including security assessment tools and/ or security software solutions and other automated tools, that are designed to detect possible weaknesses in network security controls. Customer understands and acknowledges, however, that Arista cannot provide assurance that these tools or any other procedures that Arista might utilize will identify all possible vulnerabilities. There is a possibility that the tools referenced above may, because of certain attributes of Customer's system, inadvertently impact Customer's network performance or Customer's software configuration or data. Customer agrees not to hold Arista responsible or liable for any adverse effects relating to the use of such tools. Furthermore, the testing performed pursuant to this Agreement may involve analysis of the design and effectiveness of certain of the Customer's processes, procedures and internal controls that are designed to protect from malicious intrusion into Customer's information technology system(s) and/or its information technology security processes. Customer agrees that by engaging Arista to perform such testing services, Customer is granting Arista access to Customer's computer systems, networks, and facilities, and that it has obtained all necessary consents for the Services, including any consent required by applicable law. Customer acknowledges, and accepts any risks, that the performance of Customer's system(s) as well as the performance of associated routers and firewalls may be degraded as a result of Arista's Services, including the use of the automated tools, that impacted computer systems may hang or crash (resulting in temporary system unavailability) and that Arista's scan may trigger alarms by intrusion detection systems.
- 5.4. During the course of performing certain of the Services Arista's may will receive, view or obtain access to and use certain Customer Confidential Information, including without limitation, the personal information of Customer's employees, vendors, customers or agents (collectively, the "Collected Data") for the purposes of carrying out the intent of such Services. Customer acknowledges and agrees that Customer has the authority to consent to Arista's use of, and access to, the Collected Data, and has obtained any authorizations and releases from Customer's employees, contractors, vendors, customers, representatives or agents required to provide an informed consent for Arista's use of the Collected Data for the provision of the Services. Arista agrees to delete the Collected Data from its environment upon completion of the project and will provide acknowledgement of such to the Customer.
- 5.5. If and to the extent applicable to any Services, Customer agrees, with respect to systems owned or operated by a third party that are the subject of testing hereunder, to 1) obtain the written consent from the owner or operator of each such system authorizing Arista to provide Services on that system and access the third party's Data for the purposes of carrying out the intent of this Statement of Work (and to provide Arista with a copy of such authorization); and 2) to be solely responsible for addressing with the system owner any vulnerabilities identified on such systems by the Services.

### 6. ADDITIONAL NETWORK VISIBILITY FEES.

Certain of the Service offerings described below may include NTA Technology and/or Endpoint Technology. In the event additional network technology is used additional fees will be charged if the timeline allocated in the relevant SKU or Statement of Work or needs to be extended for activation of Incident response efforts. The fees for such Hardware are based on the applicable traffic analysis subscription level.

6.1. **Endpoint Technology.** If purchased, Arista will implement advanced endpoint monitoring, digital forensic and cyber response Software (“**Endpoint Technology**”) to review and investigate the Environments for indicators of Incident to:

- Reconstruct attacker activities through digital forensic analysis
- Hunt for evidence of sophisticated adversaries
- Investigate Malware outbreaks and other suspicious network activities
- Allow Customer to monitor continuously for suspicious user activities, such as files copied to USB devices
- Detect unauthorized disclosure of the Customer’s Confidential Information outside of the Environment
- Gather Endpoint Data over time, for use in threat hunting and future investigations.

Customer’s network configuration must permit communications between the Endpoint Technology deployed in the Customer’s Environment and Arista remote hosting facilities. The remote Arista server requires the following Customer setup:

- An external resolvable DNS name
- Allowing egress connections from inside Customer’s network to the remote Arista server, which can be locked down to only the default service ports

Arista will only review endpoint systems that are supported by Endpoint Technology during the response. The Endpoint Technology provided is a binary file that contains all functionality in one binary, without any libraries or external dependencies. The Endpoint Agent can be installed only on the operating systems listed below:

Most versions of Linux and MacOs	All supported versions of windows desktop and server
----------------------------------	--

Arista will provide endpoint installation guidelines and consulting support for agent deployment activities. Awake understands that Customers may want to allocate time for testing the binary prior to deployment to all systems included in the scope.

### 6.2. Network Traffic Analysis (NTA) Technology.

Arista network-based Incident review uses the Awake Security Platform to review network traffic across both managed and unmanaged devices to provide visibility outside of the standard Endpoint Technology. The Products and sensors are placed

on Customer's network at Internet egress points and other key network segments and the traffic analyzed is contained on the Products so Arista can connect and analyze data remotely. If deployment of the network sensors is not feasible, Customer will have to provide full packet captures for at least one week of time frame for concern areas identified during the Incident.

The Arista Security Product is built on a foundation of deep network analysis from Awake Sensors that span the "new network"—including the data center, perimeter, core, IoT and operational technology networks as well as cloud workload networks and SaaS applications. Arista's Security Platform parses and processes layer 2 through layer 7 data, including performing encrypted traffic analysis. Arista uses this information to autonomously profile entities such as devices, users and applications, while also preserving these communications for historical forensics.

Arista will provide Awake Security Platform installation guidelines and consulting support for network deployment activities.

\*Awake Security Platform Software is licensed under Arista's EULA.

Arista retains title to the Hardware and grants Customer the limited, personal, non-transferable, non-assignable license, for the period during which the Services are performed, to use the Hardware solely in conjunction with the Services. Within 14 days of the expiration or termination of the Services, Customer will return the Hardware to Arista, in its original packaging, in good working condition, reasonable wear and tear excepted, in accordance with Arista's RMA process or will pay the un-discounted purchase price for such Hardware on receipt of an invoice pursuant to Section 6.3 of the Master Services Agreement.

## 7. SECURITY SERVICE OFFERINGS:

### A. Digital Forensics and Incident Response Retainer ("IR Retainer") Services Offering

#### 1. Description.

The Digital Forensics and Incident Response Retainer ("IR Retainer") Services consist of Arista providing the Customer with assistance in determining and responding to an Incident as described in this Section 7.A. Three (3) Incident Response Retainer subscription levels are available for purchase as described further in Section 7.A.2 below. IR Retainers require at least a 12 month subscription commitment. Endpoint Technology and Network Traffic Analysis (NTA) Technology are used to perform the IR Retainer Services.

**Customer is solely responsible for monitoring and managing its environment for Incidents as this IR Service does not include Arista monitoring or managing Customer's Environment even if Arista provides and Customer uses Endpoint Technology or NTA.**

Arista responds to Incident reports as described more fully herein. Arista will undertake the following actions in response to Customer logging a report of an actual or suspected Incident with Arista:

- Initial investigation assistance and direction including clarification of the potential scope of the investigation:
  - Determine the specific threats in the Environment
  - Identify specific behaviors of those threats
  - Determine attack vector and initial threat timeline
  - Identify the geographic and business impact of the threat
- Forensic system and log analysis
  - Forensic acquisition of endpoint electronic data
  - Analysis of endpoint acquisition data
  - Analysis of Awake Security Platform data
  - Malware analysis
- Ongoing status reporting during the Incident
- Containment and remediation planning and assistance
  - Create and document a containment strategy
  - Establish the incident communication process
  - Delegate and manage containment tasks
- Evidence collection and support
  - Collect\*, preserve, and document evidence from an Incident response and forensic engagement
  - Document chain of custody as directed by Customer
  - Make copies of data in a secure manner
- Detailed technical report and executive presentation based on the findings and recommendations as a result of the incident analysis

Digital Forensics and Incident Response Data other than the final reports and supporting details may be deleted within 60 days of the final closeout of the incident engagement. Attorney Client Privilege (ACP) Contracts will be retained for 1 year.

\*Collection and preservation of data may require additional fees associated with purchase of media and other mechanisms required to secure the content according to chain of custody guidelines

Additional investigative and Incident response assistance are available for additional Fees.

## 2. IR Retainer Levels.

Arista offers three (3) levels of IR Retainer Services: Platinum, Gold and Silver, each of which are described more fully below. Each of these retainers require a minimum of an

annual (12 month) subscription commitment by the Customer. The Retainer selected with be specified in the applicable PO or SOW. Pricing for each Retainer level is as specified in Arista's price list or in the applicable SOW:

**a. Platinum Retainer (SKU# SVE-SEC-IRR-PLATINUM) – Includes 160 Hours of Digital Forensics and Incident Response Retainer Services**

- i. **Service Levels** – Arista will use commercially reasonable efforts to respond as follows:
  - o Remote Response - by phone or email, within 4 hours of an Incident Report being submitted by the Customer.
  - o Onsite Response\* – dispatched and in route within 24 hours of an Incident Report being opened by Arista to pre-agreed locations.
- ii. **Network Visibility\*\*** - First 30 days of an Arista Products (e.g. Network Traffic Analysis (NTA) - up to 5 GBPS included.
- iii. **The Platinum Retainer also includes:**
  - o A remote readiness workshop
  - o Access to and use of the Arista Incident reporting template
  - o Access to and use of the Arista playbook template
- iv. **Unused Service Option\*\*\*** – Customer may use remaining Digital Forensics and Incident Response Retained Services hours during the IR Services Term for the following alternative Services, as available:
  - o Incident Response Maturity Assessment
  - o Incident Response Plan, Program, or Policy Development
  - o Incident Response Playbook Development
  - o Incident Response Tabletop Exercise
  - o Response Advisory Services
  - o OSINT External Analysis

**b. Gold Retainer (SKU # SVE-SEC-IRR-GOLD) – Includes 80 Hours of Digital Forensics and Incident Response Retainer Services**

- i. **Service Levels** – Arista will use commercially reasonable efforts to respond as follows:
  - o Remote Response - by phone or email, within 8 hours of an Incident Report being submitted by the Customer.
  - o Onsite Response\* – dispatched and in route within 24 hours of an Incident Report being opened by Arista to pre-agreed locations.
- ii. **Network Visibility** - First 30 days of an Arista Product (e.g. Network Traffic Analysis (NTA) - up to 3.5 GBPS included.
- iii. **The Gold Retainer also includes:**
  - o A remote readiness workshop



- o Access to and use of the Arista Incident reporting template
- iv. **Unused Service Option** – Customer may use remaining Digital Forensics and Incident Response Retained Services hours during the IR Services Term for the following alternative Services, as available:
  - o Incident Response Maturity Assessment
  - o Incident Response Plan, Program, or Policy Development
  - o Incident Response Playbook Development
  - o Incident Response Tabletop Exercise
  - o Response Advisory Services
  - o OSINT External Analysis
- c. **Silver Retainer (SKU # SVE-SEC-IRR-SILVER) – Includes 40 Hours of Digital Forensics and Incident Response Retainer Services**
  - i. **Service Levels** – Arista will use commercially reasonable efforts to respond as follows:
    - o Remote Response - by phone or email, within 8 hours of an Incident Report being submitted by the Customer.
    - o Onsite Response\* - dispatched and in route within 3 Business Days of an Incident Report being opened by Arista during Business Hours to pre-agreed locations in the U.S., Canada and the United Kingdom.
  - ii. **Network Visibility\*\*** - First 30 days of an Arista Product (e.g. Network Traffic Analysis (NTA) - up to 3.5 GBPS included.
  - iii. **The Silver Retainer also includes:**
    - o A remote readiness workshop
  - iv. **Unused Service Option\*\*\*** – Customer may use remaining Digital Forensics and Incident Response Retained Services hours during the IR Services Term for the following alternative Services, as available:
    - o Incident Response Maturity Assessment
    - o Incident Response Plan, Program, or Policy Development
    - o Incident Response Playbook Development
    - o Incident Response Tabletop Exercise
    - o Response Advisory Services
    - o OSINT External Analysis

\*Travel Expenses and additional fees may apply.

\*\*Network Visibility requires at least one Product be available for the duration of the Incident response or compromise assessment. Additional fees and costs may be applied if the Product is not available or if the limits outlined in the level of Digital Forensics and Incident Retainer purchased by Customer are exceeded.

\*\*\*The remaining Digital Forensics and Incident Response Retained Services hours may not cover the full cost of the alternative Services. Unconsumed hours at the

expiration or earlier termination of the purchased subscription period are non-refundable and forfeited.

Additional costs and fees apply: (a) if NTA appliance is not available; (b) for out of scope Services; and/or (c) for hours exceeding the level at which the Customer has purchased the Incident Response Retainer.

**3. Incident Reporting.** In the event of an Incident, contact Arista at:

Email: [awake-ir@arista.com](mailto:awake-ir@arista.com)

Phone: 833-AWAKE4U Ext 3 (833-292-5348)

**4. Escalation.** If the applicable Service Levels are not met, Customer may escalate the Incident Report by contacting Arista:

Email: [awake-services@arista.com](mailto:awake-services@arista.com)

Use the subject: ESCALATION

**5. IR Retainer Work Schedule.**

The engagement will commence on a mutually agreed date as specified in the SOW or the PO. For each engagement, a kickoff call will be held to confirm and review engagement logistics and goals. Arista will provide the following work schedule:

- Immediate response aligned with the SLA retainer agreement once the incident is officially declared.

Work schedules will be based on resource availability and the contract signature data. In some case work may be performed with multiple resources or in parallel with other efforts to expedite delivery if required.

**6. IR Retainer Deliverables.** The Deliverables are:

Daily and/or weekly status reports

- Summarized activities completed
- Endpoint deployment and acquisition status
- Network connectivity and modeling status
- Issues requiring attention and plans for the next reporting period
- Indicators of compromise identified in the environment and compromised systems

Incident Response Report

- Executive Summary: Key findings and an overview of the services provided
- Endpoint Deployment Summary: Summary of the number of endpoints deployed and the percentage of the environment reviewed
- Network Deployment Summary: Summary of the number of sensors deployed, duration of traffic monitored, and number of models that were triggered
- Relevant Findings: Endpoint and network-based indicators of compromise identified, identities of compromised assets and identities, results from any log or malware analysis, and a summary of incident and attacker activities

- Remediation Recommendations: Priority ranked recommendations to apply mitigation techniques for key identified weaknesses.

Customer may use reports for its internal business purposes following the conclusion of the IR Retainer period.

**7. IR Retainer Description Assumptions.** Arista's commitments as stated in this Exhibit are based on the following assumptions:

- The Endpoint Technology can be deployed across the organization for analysis
- The Arista Product NTA sensors can be deployed for each key location to allow for adequate analysis of managed and unmanaged devices
- All devices which support the Service within the desired environment will be accessible via remote network connectivity for Arista analysis
- The Customer will identify a point of contact who is authorized, qualified and knowledgeable
- The Customer will provide all relevant information for the system and network that are within the scope of the engagement
- The Customer is responsible for network availability at all times during the engagement and that lack of network availability and readiness may result in lack of ability to perform certain functions

**If the above assumptions are not accurate, the Deliverables and/or response times stated herein may differ.**

**8. Additional Terms and Conditions for IR Retainer Services.** Arista is relieved of its obligation to provide Deliverables or to respond to Incidents within the timeframes specified in this Exhibit to the extent delays are caused by Customer, Customer fails to provide required information or access to computers, systems or networks, Customer fails to identify a point of contact or the point of contact is not qualified, authorized or knowledgeable or for causes beyond the reasonable control of Arista (including, but not limited to travel limitations, war, sabotage, civil disobedience, riots insurrection, acts of governments and agencies, and acts of God. Arista will make an Incident responder available remote via telephone if unable to provide onsite personnel.

Customer's sole and exclusive remedy for any failure of Arista to meet its obligations under this Exhibit is for Arista to credit back the first 2 hours of Services Customer pre-paid.

Customer is responsible for reviewing any terms (including any warranties) contained in any third party products recommended by Arista. Arista does not assume any liability for a third party product by making the recommendation. Customer acknowledges that those third party products are subject to their own terms, which are separate from this Agreement.

**B. Attack Surface Assessment ("ASA") Services Offering.**

1. **Description.** The Awake Attack Surface Assessment (“**ASA**”) Services consists of a multi-faceted approach that leverages both “Endpoint Technology” and network detection and response to help respond to and mitigate the impact of Incidents using Arista’s Network Traffic Analysis (“**NTA**”) Analytics Products. The Products are licensed to Customer as described in this Exhibit.
2. **ASA Services Tiers.** Arista offers two different tiers of ASA Services as detailed below. Tier levels are assigned based on the size of the Customer’s organization. Pricing for each Retainer level is as specified in Arista’s price list or in the applicable SOW\*.

**Tier 1 (SKU #\_ SVE-SEC-ASA-5u1)– An Attack Surface Assessment for organizations up to 5,000 users**

- Network Visibility\* - up to 1 Arista network traffic analysis (NTA) Products licensed to the Customer for use in conjunction with these ASA Services for a 30-day duration
- Endpoint Visibility - Up to 10% endpoints deployed
- Includes assessment of network, Open-Source Intelligence (OSINT), and endpoint components
- Up to 20 hours of Incident response via a retainer

**Tier 2 (SKU # SVE-SEC-ASA-10u) – An Attack Surface Assessment for organizations up to 10,000 users**

- Network Visibility\*\* up to 2 Arista Network Traffic Analysis (NTA) Products appliances licensed to the Customer for use in conjunction with these ASA Services for a 30-day duration
- Endpoint Visibility Up to 10% endpoints deployed
- Includes assessment of network, Open-Source Intelligence (OSINT), and endpoint components
- Up to 40 hours of Incident response via a retainer.

\*Additional fees and costs may be applied if the NTA appliance exceeds the limits outlined in the assessment. Unconsumed hours at the expiration or earlier termination of the purchased subscription period are non-refundable and forfeited.

\*\*Network Visibility requires at least one NTA appliance be available for the duration of the ASA Service Term.

### 3. **ASA Service Methodology and Approach.**

The ASA Services is an approach to identify ongoing or past attacker activity in the environment. This threat assessment looks at the organization from an adversary’s point of view using publicly available information, often called open-source intelligence (OSINT) to identify potential attack vectors. The Arista also identifies weaknesses within the organization focusing on the planning, detection, response, and remediation of attacks including ransomware, insider threats and other malicious activity.

**3.1. Phases.** The phases of an Attack Surface Assessment include:

- Plan and Deploy – Establish engagement plan and determine the appropriate strategy and architecture for deploying Endpoint Technology, NTA and OSINT
- Data Collection – Obtain key details about the architecture, technology, and external footprint
- Recon and Hunt – Understand the attack landscape and hunt for threats including:
  - Perform discovery for devices, users, applications, and misconfigurations.
  - Perform network and endpoint threat hunting
- Analysis – Review and investigate controls and high-risk threats leveraging threat intelligence, automation, and human expertise.
- Reporting – Deliver a report of the findings and recommendations identified during the assessment.

During the ASA Service Term, the Arista will provide regular status updates of the overall engagement and proactive updates on critical issues. Customer will play an active role in determining the appropriate mitigation strategies.

### **3.2. ASA Service Analysis.**

The overall scope of the engagement will focus on data collection and reconnaissance reviewing specific controls such as the Customer's program and technology analysis, network areas of analysis, endpoint areas of analysis, and OSINT areas of analysis which are defined below.

### **3.3. ASA Service Program and Technology Analysis.**

The Customer's program and technology analysis will focus on the review of the Incident response policy, plan, insurance coverage, and key technology defenses including:

- Review of Incident response program documentation
- Review of Incident response backup restoration plans and processes
- Review of detection and response operations
- Identification and protections associated with key IT assets including domain controllers, file servers, key application systems, key databases, critical data systems that may include protected health information and personally identifiable information
- Endpoint security protections
- Network segmentation strategy and approach
- Offline systems for Incident response

### 3.4. ASA Service Network Analysis.

This component of the ASA Services relies on Arista Products to hunt and analyze a variety of areas of risk including:

- Anomalous encryption tunnels
- Anomalous resource sharing
- Data leakage and sensitive clear text information
- Uncommon application activity
- Phishing vectors
- Suspicious domains
- Unmanaged devices (IoT)
- Security policy bypasses
- Shadow IT
- Suspicious credential usage
- Suspicious content
- Local and remote network challenges
- Common ransomware tactics and techniques
- Common early warning indicators associated with ransomware attacks

### 3.5. ASA Service Endpoint Analysis.

For the endpoint analysis, Arista will assess up to 10% of the endpoint population. This set will be defined during the planning phase of the engagement to ensure sampling for diversity of operating systems, device type, client vs. server, office location, remote workers, application servers, backup systems etc. This analysis covers several risk factors including

- MITRE ATTACK tactics and techniques
- Validation of network threats
- Security policy and control bypass
- Potential unapproved software
- A review of endpoint security solutions, coverage, and containment strategy

### 3.6. ASA Service OSINT Analysis.

The OSINT component of the analysis looks at information about the Customer such as legal entities, domains, and IP spaces to review the external-facing attack surface. This process emulates how an attacker on the outside would begin their reconnaissance into the organization. The evaluates potential areas of risk including:

- Exposure associated with publicly available corporate email addresses
- Exposure with employee user account and data associated with past breaches of third-party services and applications
- Available surface and exposures with identified public host assets
- Available surface and exposures with publicly available IP addresses
- Public employee LinkedIn profiles

- External search of people associated with the organization
- Potential open shares and configurations

#### 4. ASA Service Retainer.

As part of the Attack Surface Assessment, Customers have access to a limited set of hours for Incident response through a retainer. In the event of an incident, Arista will provide digital forensics and Incident response based on the scope. The retainer service includes:

- Remote Response - by phone or email, within 8 hours of an Incident declaration
- Digital forensics and incident response associated with the retainer includes:
- Initial investigation assistance and direction including clarification of the potential scope of the investigation
  - o Determine the specific threats in the environment
  - o Identify specific behaviors of those threats
  - o Provide initial mitigation actions
  - o Determine attack vector and initial threat timeline
  - o Identify the geographic and business impact of the threat
- Forensic system and log analysis
  - o Forensic acquisition of endpoint electronic data
  - o Analysis of endpoint acquisition data
  - o Analysis of Awake network technology data
  - o Malware analysis
- Containment and remediation planning and assistance
  - o Create and document a containment strategy
  - o Establish the incident communication process
  - o Delegate and manage containment tasks
- Evidence collection and support
  - o \*Collect, preserve, and document evidence from an Incident response and forensic engagement
  - o Document chain of custody as directed by Customer
  - o Make copies of data in a secure manner
- Ongoing status reporting during the incident investigation and analysis
- Detailed technical report and executive presentation based on the findings and recommendations

If compromised computer, managed or unmanaged, systems are identified during the engagement Arista can provide additional investigative and incident response assistance over the retainer hours at the standard rate in section Rates and Fees.

In the event of a breach or Incident response that goes beyond the retainer hours the Arista team will delay the assessment deliverable to respond accordingly. Once the

response to the Incident is complete, Awake will provide a report of the applicable recommendations based on the assessment and response actions.

\*Collection and preservation of data may require additional fees associated with purchase of media and other mechanisms required to secure the content according to chain of custody guidelines.

### 5. **ASA Service Work Schedule.**

The engagement will commence on a mutually agreed date. For each engagement, a kickoff call will be held to confirm and review engagement logistics and goals. Work schedules will be based on resource availability and the contract signature data. In some cases, work may be performed with multiple resources or in parallel with other efforts to expedite delivery if appropriate.

### 6. **ASA Service Deliverables.**

The Deliverables produced for this engagement include:

Daily and/or weekly status reports

- Summary of activities completed
- Endpoint deployment and acquisition status
- Network connectivity and modeling status
- Issues requiring attention and plans for the next reporting period

Attack Surface Assessment Report

- Executive Summary: Key findings and an overview of the services provided
- Endpoint Deployment Summary: Summary of the number of endpoints deployed and the percentage of the environment reviewed
- Network Deployment Summary: Summary of the number of sensors deployed, duration of traffic monitored, and number of models that were triggered
- Relevant Findings: Plan and documentation review findings, network and endpoint adversarial model and compromise findings, OSINT findings, and general observations about the attack surface
- Remediation Recommendations: Priority ranked recommendations to apply mitigation techniques for key identified weaknesses as well as preparations to defend against ransomware and other attacks

### 7. **ASA Service Assumptions.**

Arista has based the Attack Surface Assessment Services on the following assumptions:

- The Endpoint Technology can be deployed across an appropriate sample of approximately 10% the organization for analysis
- The Customer Environment contains standard operating systems that are supported by the Endpoint Technology
- The Customer Environment will enable the appropriate permissions for Arista binary files, scripts, and tools run on the assessed endpoints



- The NTA and response sensors can be deployed at key locations to allow for adequate analysis of managed and unmanaged devices
- All devices within the desired environment will be accessible via remote network connectivity for Arista analysis
- The Customer will provide, in a timely manner, Incident response documentation including plans, policies, insurance coverage, backup strategies, incident remediation plans in a timely manner as part of the engagement
- The Customer will provide the appropriate pre-engagement details including documentation, company IP address space, and key domains for the assessment
- The Customer will identify a point of contact for the engagement and agree on a mutually acceptable reporting schedule
- The Customer will provide all relevant information for the system and network that are within the scope of the engagement
- The Customer is responsible for network availability at all times during the engagement. The lack of network availability and readiness may hamper Arista's ability to perform certain functions
- If a breach is discovered, and a compromise has been identified, the Customer may need to perform incident response, which may involve activating the retainer portion of the agreement and/or additional response work that is outside the scope of this assessment
- In the event of an incident, the Customer will also provide a point of contact for incident deconfliction, asset identification, and configuration validation
- In the event of an Incident, the Customer is responsible for engaging legal and insurance providers

### **C. Network Compromise Assessment (“NCA”) Services.**

#### **1. NCA Description.**

The Network Compromise Assessment (“NCA”) Services combine digital forensics, incident response, and threat intelligence to deliver an assessment focused on identifying risks and threat actor activity using Arista's Network Traffic Analysis (“NTA”) Analytics Products. The Products are licensed to Customer as described in this Section C.

#### **2. NCA Service Tiers.** Customer has the option of purchasing the following levels of NCA Services:

- **Tier 1 (SKU#\_SVE-SEC-CA-STDNET-5GB)** – Network Visibility\* for up to 5 GB of traffic using 1 Awake Network Traffic Analysis (NTA) appliance provided for a 30-day duration
- **Tier 2 (SKU#\_SVE-SEC-CA-STDNET-10GB)** – Network Visibility\* for up to 10 GB of traffic using 2 or 3 Awake Network Traffic Analysis (NTA) appliances provided for a 30-day duration
- Awake Network Traffic Analysis (NTA) appliances provided for a 30-day duration

### 3. NCA Service Methodology and Approach.

3.1 NCA Service Phases. The Network Compromise Assessment is a phased based approach that helps provide situational awareness, detection, and the context required to respond. The phases of the project include:

- Deployment – The technology installation required for assessment
- Detection and Hunting – The discovery of devices, users, applications and threats within the environment
- Analysis – Review and investigation into the high-risk threats leveraging threat intelligence, automation, and human expertise
- Reporting – A report of the findings and recommendations identified during the assessment.

In addition, Arista professionals will provide regular updates during the assessment of the overall status and proactive updates on critical issues.

3.2 NCA Service Network Analysis. The NCA Services relies on Arista Products to hunt and analyze a variety of areas of risk including:

- Anomalous encryption tunnels
- Anomalous resource sharing
- Data leakage and sensitive clear text information
- Uncommon application activity
- Phishing vectors
- Suspicious domains
- Unmanaged devices (IoT)
- Security policy bypasses
- Shadow IT
- Suspicious credential usage
- Suspicious content
- Local and remote network challenges
- Common ransomware tactics and techniques
- Common early warning indicators associated with ransomware attacks

### 4. NCA Service Work Schedule.

The engagement will commence on a mutually agreed date. For each engagement, a kickoff call will be held to confirm and review project logistics and goals. Work schedules will be based on resource availability and the contract signature data. In some cases, work may be performed with multiple resources or in parallel with other efforts to expedite delivery if appropriate.

### 5. NCA Service Work Deliverables.

The Deliverables produced during an NCA Services engagement include:

Daily and/or weekly status reports

- Summary of activities completed

- Network connectivity and modeling status
- Issues requiring attention and plans for the next reporting period

#### Network Compromise Assessment Report

- Executive Summary: Key findings and an overview of the services provided
- Network Deployment Summary: Summary of the number of sensors deployed, duration of traffic monitored, and number of models that were triggered
- Relevant Findings: Plan and documentation, network findings, and general observations
- Remediation Recommendations: Priority ranked recommendations for key identified weaknesses

### 6. NCA Service Work Assumptions.

Arista's commitment to provide the Network Compromise Assessment is based on the following assumptions:

- The Awake Security Platform Network Detection and Response Sensors can be deployed at key locations to allow for adequate analysis of managed and unmanaged devices
- All Awake Security Platform devices within the desired environment will be accessible via remote network connectivity for Arista analysis
- The Customer will provide the appropriate pre-engagement details including documentation, company IP address space, and key domains for the assessment
- The Customer will identify a point of contact for the engagement
- The Customer will provide all relevant information for the system and network that are within the scope of the engagement
- The Customer is responsible for network availability at all times during the engagement. The lack of network availability and readiness may hamper Arista's ability to perform certain functions
- If a breach is discovered, and a compromise has been identified, the Customer may need to perform Incident response activities, which may involve activating the retainer portion of the agreement and/or additional response work that is outside the scope of this assessment

### **D. Managed Network Detection and Response ("MNDR") Services Offering**

#### **The following SKUs are available for purchase.**

- SVE-SEC-MNDR-STDA-5GB-1M MNDR with threat hunting 9am to 5pm M-F for All-In-One 5Gbps

- SVE-SEC-MNDR-STDN-5GB-1M MNDR with threat hunting 9am to 5pm M-F for Nucleus 5Gbps
- SVE-SEC-MNDR-STDN-10GB-1M MNDR with threat hunting 9am to 5pm M-F for Nucleus 10Gbps
- SVE-SEC-MNDR-STDNI-10GB-1M MNDR with threat hunting 9am to 5pm M-F incremental for 10Gbps
- SVE-SEC-MNDR-24X7A-5GB-1M MNDR with threat hunting 24X7 for All-In-One 5Gbps
- SVE-SEC-MNDR-24X7N-5GB-1M MNDR with threat hunting 24X7 for Nucleus 5Gbp

1. **Description.** Managed Network Detection and Response Services (“**MNDR Services**”) is a managed service consisting of network detection and response to help the Customer detect and mitigate the impact of a suspected or actual security breach incident resulting from Malware, unauthorized access or hacking (“Incidents”) using Network Traffic Analysis (NTA) Technology. The solution is offered in two tiers being a “Business Hours” 9am to 5pm or “24 Hours” 24X7 solution and it builds on decades of expertise, an industry-leading AI-based platform, and advanced incident response methods to identify and mitigate threats before impact.

MNDR includes the following components.

- Managed network detection and response
- Proactive intelligence-driven threat hunting
- Access to security analysts
- Proactive closed loop communication for Observations\* via email or phone
- Monthly, quarterly and annual reporting on MNDR activities

\*“**Observations**” means an actual or potential security weakness or Incident detected by the Awake Security Platform.

## 2. MNDR General Service Responsibilities:

The Awake Security Platform Adversarial Model Observation detects and provides notifications of Observations. Arista will, in the first instance, perform triage of the Observations to determine the prioritization and categorization of the Observations and, then, analyze the Observation to determine if notification is warranted. If notification is warranted, Arista will escalate the notification and assign the Observation to the Customer’s designated point of contact (POC). The Customer is responsible for promptly responding to Arista in order to resolve Observations.

Arista will detect and investigate Adversarial Model Observations and notify the Customer in accordance with the established and agreed upon service level agreements (SCAs). Arista will follow escalation procedures, prioritization and classification criteria and contact details established with the Customer during the MDNR onboarding process. The Customer is responsible for reviewing, updating, and validating that its contact information is accurate and up to date.

Once escalated, Observations are assigned to the Customer after analysis, the Customer is responsible for escalation of Observations back to Arista if the Observation requires additional investigation or analysis by Arista. Arista is responsible solely for the prioritization and classification of Observations based on the agreed upon criteria established during the MDNR onboarding process.

### 3. Arista MNDR Responsibilities.

- Provide managed detection of Observations, analysis and escalation during the hours of 9am to 5pm, Monday through Friday, excluding Arista holidays (“**Business Service Hours**”) for customers subscribed to the “**Business Hours**” offering.
- Provide managed detection of Observations, analysis and escalation on a 24 x 7 basis (“**MNDR 24 Service Hours**”) for customers subscribed to the “24 Hours” offering.
- Produce reports on the Adversarial Model Observations and metrics of the MDNR Service.
- Escalate Observations to the identified Customer contacts for clarification and remediation.

### 4. Customer MNDR Responsibilities.

- Provide applicable onboarding details and documentation including network architecture diagrams and other key technical information to support the MNDR Service and troubleshooting the Product.
- Ensure licenses, technology, and service information required to support the MNDR Service are in good standing for the duration of the Term.
- The Customer is responsible for responding and remediating the escalated Adversarial Model Observations in a reasonable time frame based on the nature of the Adversarial Model Observation in order to resolve open notifications. Seven (7) calendar days from the initial escalated notification is considered a reasonable time frame.
- Provide one or more dedicated POC(s), their associated information (name, email, phone, and mobile phone) in order to support the process and escalations of the Arista Adversarial Model Observations.
- Customer is responsible for continuity of operations and disaster recovery solutions for the Hardware. In the event of a disaster if the building and or equipment is destroyed, the MNDR Service may not be operable unless there is a backup hardware device at a secondary location that can be accessed for monitoring and response.

### 5. MNDR Service Commitment Agreements (“SCA’s”).

Arista’s commitment with respect to the services described under Sections 2 and above are set forth below. This service commitment will become effective when the deployment and initial onboarding process is acknowledged in writing or by email to Customers’ point of contact by Arista as complete and the MNDR Services are “Active.” “Active” means the MNDR Services are transitioned from onboarding to production detection and response. SCA’s do not apply for beta, proof of concept, customer service oriented, testing, or any other phase or use and must include a purchased MDNR subscription. SCAs do not apply during periods of time that have exceed the reasonable time frame for Customer response.

Name	Description	SCA
MNDR Business Hours Service Offering	Standard hours of operation for the Managed Network Detection and Response service based on Customer’s election of Pacific Time or Eastern Time SCA at time of onboarding.	Monday through Friday, 9am to 5pm, Pacific Time or 9am to 5pm Eastern Time, excluding Arista holidays
MNDR 24 Hours Service Offering	24x7 hours of operation for the Managed Network Detection and Response service.	24 x 7
Standard Service Response	Telephone or email communications received during the MDNR Service Offering SCA will be answered in a timely manner. The service goal is to provide responses within 60 minutes of the initial contact. Expectation is that less than 5 communications will exceed the SCA within a monthly period.	60 minutes
Reporting	A monthly summary report delivered via email or other agreed electronic mechanism in PDF or other electronic format that includes a high-level summary of information corresponding to the period of service.	Monthly

### 6. Failures.

Arista is not liable or responsible for any failure resulting from Customer’s breach or negligence. At minimum, the Customer is obligated to ensure the following environmental failures do not impact MNDR Services.

- Customer’s failure to adhere to Arista recommended configurations on the technology used to support the MDNR Service.

- Customer's use of the Products to screen more traffic than Customer originally purchased a license for as reflected in the order confirmation.
- Customer's failure to host the Products in a secure environment on-premise or in a remote facility assigned to the Customer, including appropriate mounting, cooling, theft, audit trails and wiring of the Hardware.
- Service disruption or degradation failures caused by other Customer equipment, routing or firewall configurations, and telecommunications failures.
- Service disruption or degradation failures caused by Customer configurations of Product in a manner that does not conform to the Documentation.
- Changes to the Product resulting in degradation or failure without reasonable prior notification.
- Customer's failure to ensure the appropriate level of business continuity and disaster recovery as required for the MNDR Service.

**7. Maintenance Activities.** Maintenance and support will be addressed in accordance with Appendix A to this Exhibit.

**8. Change Notifications.**

Customer is required to provide Arista with advanced notice regarding any network to system changes including scheduled outages that may affect the managed services environment. Advanced notice should be sent at least seven (7) business days prior to the scheduled changes. This specifically applies to systems of any type that may affect the access or transmission of data for the MNDR Service. Notice for such items must be submitted in writing or via email to Arista at [awake-mndrservice@arista.com](mailto:awake-mndrservice@arista.com).

**9. Testing of MNDR Services.**

Customer may test MNDR Services by scheduling and staging simulated or actual adversarial activity. These activities may be conducted by the Customer or a third party contracted by the Customer. Testing of MNDR Services should be communicated to Arista in advance of such activity in writing or email to ensure that Arista have been properly notified of such activities. During this period SCA's and reporting activities may not apply. In addition, Customer is obligated to share the result of all such tests with Arista and will maintain the results as Confidential Information disclosing the results only to such parties having a need to know who are subject to confidentiality obligations consistent with the Agreement.

## Appendix A to AWAKE SECURITY SERVICES EXHIBIT Awake Security Platform - Software Maintenance and Support

This Appendix A to the Awake Security Services Exhibit supplements Arista's Standard Warranty with respect to Arista Software Products that are provided as a part of the Awake Security Platform.

**Hardware Support.** Support for the Hardware portion of the Awake Security Platform shall be provided in accordance with Arista's Standard Warranty, a copy of which is located at <https://www.arista.com/assets/data/pdf/Warranty.pdf>. Customer has the option to purchase upgraded support see Arista's A-Care offering description at: <https://www.arista.com/assets/data/pdf/A-CareServicesOverview.pdf>

**Software Support.** Maintenance and Support for the Software portion of the Awake Security Platform products consists of Arista providing technical support to address Software defects or bugs that negatively affect the operation of the Products ("Defects"). It includes the provision of periodic maintenance releases, fixes and patches that are designed to ensure that the Software operates materially in accordance with the Specifications.

1. **Customer Responsibilities.** To facilitate the identification and correction of Defects, Customer is required to assist Arista's Customer Support Team until the Defect is resolved. Required Customer activities may include, but are not limited to, the following: (i) granting access to Arista to log into Customer's systems for diagnosis of problems; (ii) downloading and installing of patches and updates; (iii) collecting and sending system logs/files to Arista; (iv) modification of Software configuration; (v) re-installation of existing Software; and (vi) assistance with installation of, and participating in, tests for updates. Customer acknowledges and agrees the success and scheduling of the Software Support depends substantially on the participation of Customer staff. Any delay caused by unavailability of scheduled Customer resources or failure to notify Arista of any previously known issues or scheduled activities that could reasonably be expected to impact the Software Support schedule are the Customer's responsibility. Further, any such delays may increase the cost or duration of providing Software Support.
2. **Primary Contact.** Customer will designate a Primary Contact to act as Customer's authorized point of contact who is authorized to make all required decisions and approval and has business and technical knowledge to provide information and resources in a timely and professional manner as needed by Arista's Customer Support Team to perform the Software Support and who has expertise in Customer's business requirements, operating standards, such as change control, network configuration, naming conventions, and password/security policies; and to coordinate scheduling and who is readily available as and when required by Arista's Customer Support Team member for the duration of the Software Support. Customer will promptly replace a Primary Contact at Arista's reasonable request.
3. **Severity Levels.** A support ticket may be reported by phone or by email. Arista will exercise commercially reasonable efforts to respond to a support ticket submitted by Customer in accordance with the following Severity Level definitions. Response time is



measured when a support ticket is opened by Arista’s Customer Support Team member. Arista will continue working on the case until the support ticket is closed.

SEVERITY LEVEL	DESCRIPTION	RESPONSE TIME*
1	The Product is non-functional or significant features or components are unusable.	< 4 Business Hours
2	The Product is functional but one or more key features or components are not operating as documented.	< 1 Business Day
3	Minor components are not operating as documented.	< 3 Business Days

\*Arista is not responsible for meeting the above response times where any of the conditions set forth in, Section 5 below (“Failures”) apply.

4. Escalation. Customer will follow Arista’s escalation process and procedures (“**Escalation**” or “**Escalated**”). When Escalation is requested by Customer, the following procedures will apply:

(a) Status Updates. Each Customer support contact will establish a schedule of follow-up, status updated communications with their Arista counterpart that will ensure timely exchange of information.

- i. Monitor Phase. The purpose of the monitor phase is to evaluate the Customer’s environment over some period of time to verify that the Escalation has been resolved. The parties will co-ordinate monitoring activities.
- ii. Closing Escalation. The Escalation is closed once Arista’s Customer Support Team member determines the Defect has been addressed or resolved in accordance with this Appendix.

5. Failures. Arista is not liable or responsible for any failure resulting from Customer’s breach of this Agreement or negligence. At minimum, the Customer is obligated to ensure the following environmental failures do not impact the operation of the Awake Security Platform:

- Customer’s failure to adhere to Arista recommended configurations.
- Customer’s use of the Products to screen more traffic than Customer originally purchased a license for as reflected in the order confirmation (“Excess Data”).
- Customer’s failure to host the Products in a secure environment on-premise or in a remote facility assigned to the Customer, including appropriate mounting, cooling, theft, audit trails and wiring of the related Hardware.
- Service disruption or degradation failures caused by other Customer equipment, routing or firewall configurations, and telecommunications failures.

- Service disruption or degradation failures caused by Customer configurations of Product in a manner that does not conform to the Documentation or Specifications.
- Changes to the Product resulting in degradation or failure without reasonable prior notification and written approval.

## Appendix B to AWAKE SECURITY SERVICES EXHIBIT FORM OF STATEMENT OF WORK

### Statement of Work Under Master Services Agreement

This Statement of Work No. \_\_\_\_ (this “Statement of Work”) is entered into between the Arista entity identified below on behalf of itself and its Affiliates (“**Arista**”) and the customer specified in the table below (“**Customer**”) and is effective as of the date of the last signature below (“**SOW# \_\_\_\_ Effective Date**”). This Statement of Work is incorporated into, governed by and made a part of the Master Services Agreement dated \_\_\_\_\_ by and between Arista and Customer (“**Agreement**”). Capitalized terms not defined herein have the same meanings set forth in the Agreement. In the event of a conflict between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall prevail for this SOW only.

#### 1. Contact Information:

	Arista	“Customer”
Legal Entity Name:		
Contact Name:		
Address:		
Telephone No.:		
Email:		

#### 2. Purchase Order. Does Customer require a Purchase Order along with this Statement of Work?

Yes \_\_\_ No \_\_\_

If no, then the Contact Information above must be completely filled out

#### 3. Term: The Services to be rendered under this Statement of Work commence on \_\_\_\_\_ and shall be completed no later than \_\_\_\_\_.

#### 4. Location of performance of the Services: [Insert]

**5. Detailed Description of Services:**

[Insert description]

**6. Customer Responsibilities.** The tasks for which Customer is responsible under this SOW are as follows:

- For work performed at the Customer’s facility, Customer will provide access to the necessary systems, workspace, Internet access and a telephone for the Arista’s employees and consultants.
- Customer will identify a single point of contact for the engagement: The person identified in Section 1
- Customer will provide Arista staff with the required documentation related to engagements upon request.
- All devices within the desired environment will be accessible via network connectivity and accessible prior to the engagement start.
- Customer is responsible for network availability at all times during the engagement. In the event there is a lack of network availability or access to specific data the results may affect the accuracy and results of the engagement.
- Customer will schedule any interviews with the appropriate individuals as requested for the applicable engagement.

**7. Rates/Fees:**

Service	SKU	Description (Scope)	Rate	Fees
		•	\$	\$_____
		•		
		•		
<b>Sub Total:</b>				\$_____
<b>Taxes/Tariffs</b>				
<b>Shipping</b>				
<b>Travel Expenses</b>				
<b>TOTAL FEES:</b>				\$

The Total Fees stated above is an estimate based on the nature and scope of the identified Incident. Each Daily and/or weekly status report delivered to Customer shall state the number of hours (per SKU) used against the above estimated amount as of the date of the report. As hours are used under this SOW, the Customer will be invoiced for such hours at the above rates per SKU (a) at the end of each month during the term of

this SOW and (b) upon the completion of the Services. In the event that additional hours are required to remediate the Incident, a new SOW shall be submitted to Customer to obtain approval for additional Service hours.

In addition to the Fees listed above, Customer shall reimburse Arista for its actual out of pocket travel and lodging expenses incurred by its employees and/or subcontractors in connection with the engagement such as, but not limited to, airfare, accommodations, meals and ground transportation. Also, any secure media fees.

8. **Signature.** 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. Customer's signature below constitutes a valid and binding order.

**Customer:** \_\_\_\_\_

**ARISTA NETWORKS** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_