

Additional Terms and Conditions - Channel Sales

These Additional Terms and Conditions – Channel Sales are incorporated into the terms of the Sales Quote in which they are referenced (the “Quote”). **Acceptance of the Quote by the partner constitutes acceptance of the following terms and conditions of sale.**

The terms and conditions of the partner’s written agreement(s) with Arista (“**Channel Agreement**”) are incorporated herein by this reference. Without limiting the generality of the foregoing, the following additional terms and conditions apply to the transaction covered by the Quote (“**this transaction**”). In the event of a conflict between the terms of the Channel Agreement and the terms set forth herein, the terms set forth herein shall govern this transaction.

Certain Definitions

“**Special Pricing**” is pricing that includes a discount on the published list price for the quoted products that:

- a. is higher than the discount that the partner would be entitled to as indicated on the “Reseller Discount Schedule” as published on Arista’s Channel Partner Portal (the “**Standard Discount**”); and
- b. has been specifically negotiated by the partner in connection with a specific transaction.

Terms

- a. The Arista Products listed in the Quote (the “**Products**”) are for the end customer named in the Quote or identified to Arista at the time that the pricing in the Quote was approved (“**End Customer**”) and may not be delivered to any other entity without Arista’s express written consent.
- b. Partner will immediately return to Arista any Products not delivered to the End Customer within twenty (20) business days of their receipt by the partner.
- c. If the Quote includes Special Pricing, partner agrees that its relative profit margin percentage for this transaction is not materially increased because of the Special Pricing. For example, if partner would have earned a relative 5% margin from this transaction under its Standard Discount, then the partner agrees that it shall not earn a margin any greater than 5% (calculated based on final pricing by Arista to partner after the Special Discount) due to the receipt of the Special Pricing.
- d. If a Maximum End Customer Price is specified in the Quote, then partner may not sell the Arista Products to End Customer at a price higher than such stated Maximum End Customer Price. The Arista Products may, however, be sold for a lower price at Partner’s discretion.

- e. If partner has entered into a Reseller Agreement with Arista, partner may only resell the Products to the identified End Customer and not to any other intermediary.
- f. If partner has entered into a Distributor Agreement with Arista, partner may resell the Products to an Arista-authorized indirect partner for resale to End Customer, provided, that partner ensures that all terms set forth herein are binding upon the indirect partner and that Arista is named as an intended third-party beneficiary of such terms.
- g. Partner will, upon Arista's request: i. Provide Arista with a copy of the End Customer PO for this transaction; and ii. certify its compliance with these Additional Terms and Conditions.
- h. Partner is responsible for risks associated with currency fluctuations (if any) between the date of the Quote and the date of invoice.