



ARISTA NETWORKS, INC. Partner Code of Ethics and Business Conduct

(v1.0 September 2020)

Arista's success is built on a foundation of integrity, ethical business conduct, and always doing the right thing. This means adhering to the highest ethical principles in conducting our business and avoiding any activity that involves even the appearance of impropriety. You, as one of Arista's valued business partners, have a critical role in protecting the trust which investors, customers, colleagues, governments and the global business community place in Arista.

This Partner Code of Ethics and Business Conduct ("Code") applies to you and your personnel, including your directors, officers, agents, contractors, consultants, and employees (collectively "personnel"), in all of your activities related to your business relationship with Arista throughout the world. You will ensure this Code is given to your personnel who work with Arista or market Arista products or services. Any violation of this Code will result in action up to and including termination of your status as an Arista business partner.

This Code defines minimum standards of business conduct and acceptable business practices. If any applicable laws and regulations are more permissive than this Code, you are expected to comply with this Code. If any applicable laws and regulations are more restrictive, you must always comply with those local legal requirements.

1. Financial Integrity and Accounting.

Arista business partners are expected to keep accurate books and records as it relates to the sale of Arista products. Any information and submissions that you provide to Arista and our joint customers will be complete, accurate, and not misleading. For Arista's resale partners this information includes, but is not limited to, deal opportunity registration, point of sale reporting, purchase orders, sales reporting, special bid or pricing requests, rebate requests, and reimbursement requests.

Further, Arista partners will not engage in any false or misleading accounting practices, such as creating "slush funds"; making unlawful or unethical payments to any parties involved in or exercising influence over the sale of Arista products, or paying for unauthorized expenses of such persons.

2. Additional Discounts and Special Pricing.

From time to time, Arista may provide partners with additional discounts, rebates or special pricing ("Discount Pricing"). We expect that all partner requests for such Discount Pricing will be made in good faith and will provide an accurate justification and breakdown of how the monies will be used, for example, to pass on to the end customer, to account for additional services the reseller will provide to the end customer, as rebates validly earned and to be retained by business partner, etc. Please refer to your Arista partner agreement for details regarding Arista's right to audit your compliance with this policy.

3. Anti-Bribery Compliance.

Arista business partners must be committed to complying with all applicable US federal, state and local anti-bribery laws, and any other applicable international and local anti-bribery laws, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA"), the U.S. Federal Procurement Integrity Act, and the U.K. Bribery Act of 2010. You will not, directly or indirectly, make, offer, or issue authorization to pay any money, gift, bribes, kickbacks, or anything of value to anyone (this includes gifts, travel, meals, and entertainment), including government and public officials, employees, or representatives of any government, company, or public or international organization, or to any other party, that is or could be perceived as intended, directly or indirectly, to improperly influence or obtain any unfair competitive advantage to obtain or retain business related in any way to Arista products or services. You will fully comply with any rules regarding tender and bid processes. You may not offer employment to government employees or officials if doing so would violate applicable laws.



4. Antitrust and Competition Laws.

Arista business partners will demonstrate their shared commitment to fair competition by complying with all applicable antitrust and competition laws and regulations. It is not permissible for you and other Arista partners to do or attempt to jointly do any of the following: 1) fix or control prices for Arista offerings, 2) boycott suppliers or customers, 3) divide or allocate markets or customers, or 4) coordinate competing bids.

5. Conflicts of Interest.

Arista business partners will not engage in any activity with Arista or its employees, agents or affiliates that would interfere with contractual responsibilities to Arista or that may be perceived as a conflict of interest that could reasonably be likely to interfere with such responsibilities. Conflicts of interest may include, but not be limited to, Arista personnel being your officers, directors, or shareholders, payment of incentives to Arista personnel, or any economic or family relationship with Arista personnel. In the event you become aware of a conflict of interest, you must promptly notify Arista at www.arista.ethicspoint.com, which includes an option for making such reports anonymously.

6. Insider Trading.

As an Arista business partner, you may become aware of non-public information in the course of doing business with Arista. You have a duty to ensure that this information is not used for any improper purpose, for your personal gain or that of any other party, or for any other purpose that violates insider trading and securities laws. Failure to comply with these laws may expose you, and those that you inform, to severe financial and criminal penalties.

7. Communications Regarding Arista.

As an Arista business partner, you must ensure that all statements, communications, and representations to Arista customers are accurate, complete, and not misleading. Similarly, you will not make or attempt to make any written or oral agreements or commitments on behalf of Arista, including product feature or extended warranty commitments, without written authorization from Arista. Your communications will be conducted in a professional manner and will not defame or disparage Arista, other Arista business associates, competitors, or customers.

8. Government Customers.

Activities that may be appropriate when dealing with non-government customers may be improper and even illegal when dealing with government entities as well as businesses that are government-owned, government-controlled, or subject to government procurement rules ("Government Customers"). If you sell to Government Customers, you must observe all laws, rules, procurement regulations, and contract clauses that relate to the acquisition of goods and services by such Government Customers, whether such acquisition is a direct or indirect sale or is marketing or recommending Arista products and/or services for such sale. There may be special prohibitions or requirements arising from statutes, regulations, and government contracts or subcontracts that relate to the payment and/or receipt of fees and other benefits when dealing with Government Customers. In all government transactions you must ensure that payment is permitted before requesting fees or other compensation related thereto. You may be required to disclose the potential fee in writing to the Government Customer. It is your responsibility to determine in each instance whether a potential fee is permitted and whether disclosure is required.



9. Protection of Information.

Arista understands the importance of protecting intellectual property and other confidential information, and expects the same from our business partners. Arista business partners will maintain the confidentiality of the confidential information and other proprietary information that you may obtain in the course of your business relationship with Arista and our joint customers. You must not reproduce copyrighted software, documentation, or other materials unless properly authorized to do so. You must also observe any applicable data privacy requirements. You are responsible for making sure these restrictions are understood and followed by your employees and agents. Please see your Arista partner agreement or non-disclosure agreement for specific guidelines on your treatment of confidential and proprietary information.

In the course of your business relationship with Arista, you may be entrusted with the Personal Data of our employees and/or customers which is protected under both regional and national data privacy laws as well as certain contractual obligations. Therefore, in addition to the foregoing, you must establish and maintain data security policies and procedures designed to ensure the following: (a) security and confidentiality of Personal Data; (b) protection against anticipated threats or hazards to the security or integrity of Personal Data; and (c) protection against the unauthorized access to or use of Personal Data. You must permit Arista to monitor and/or audit your compliance with this Section during regular business hours upon not less than 48 hours' notice to you and provide Arista copies of audits and system test results acquired by you in relation to the data security policies and procedures designed to meet the requirements set forth herein.

If there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any Personal Data by you or any of your subcontractors and/or any unauthorized intrusions into your or any of your subcontractors' facilities or secure systems (collectively, a "Breach"), you must immediately, (a) notify Arista, (b) estimate the Breach's effect on Arista, (c) investigate and determine if a Breach has occurred with respect to Arista's Confidential Information, (d) specify the corrective action to be taken and (e) take corrective action to prevent further Breach. You must, as soon as is reasonably practicable, make a report to Arista including details of the Breach and the corrective action you have taken to prevent further Breach. You must provide enough detail for Arista to identify and for Arista to notify the affected Data Subjects as to the facts and circumstances of the Breach. Additionally, you must cooperate with all government regulatory agencies and law enforcement agencies having jurisdiction and authority for investigating a Breach or any related known or suspected criminal activity. Except as may be strictly required by applicable law, you agree that you will not inform any third party of any Breach without Arista's prior written consent; however, if such disclosure is required by applicable law, you agree to work with Arista, at no additional cost to Arista, regarding the content of such disclosure so as to minimize any potential adverse impact upon Arista and the affected Data Subjects. Each party agrees to indemnify and hold the other party harmless against any and all third-party claims, loss, damages, liability and costs of any nature, including without limitation, reasonable attorneys' fees and expenses arising from: (a) the breach of this Section 8; and/or (b) the unauthorized disclosure or use of any Personal Data by you. For purposes of this section, "**Personal Data**" is used as such term is defined under the European Union's General Data Protection Regulation or any similar law or regulation applicable to the parties hereto as in effect now or during the term of this Agreement.

10. Export Compliance.

Arista business partners must have and follow a documented trade compliance program designed to ensure compliance with U.S. and all other applicable export, import and sanctions laws and regulations. Except under license or as otherwise permitted under such laws and regulations, you shall not export, re-export, transfer, divert, release, import, or disclose to any other person or entity any (1) Arista hardware, software or service ("Arista Products") or (2) technology relating to current or future Arista Products. Nor shall you make any use of any of the Arista Products or technology in violation of the foregoing provisions, or cause Arista to unknowingly engage in any such acts.

11. Responsible Business Partner Conduct.

Arista business partners will conduct themselves in a professional manner while representing Arista products and services in the marketplace. This means treating all persons with dignity and respect in a businesslike manner while marketing, selling, or supporting Arista products and services.

12. Relationship of the Parties.

Arista and our business partners are independent contractors, and neither party shall be considered the agent of the other party for any purpose whatsoever. Nothing in this Partner Code of Conduct shall be construed as establishing a partnership or joint venture between the parties.

13. Human Rights; Health and Safety.

Arista is committed to upholding the human rights of workers and to treating them with dignity and respect as understood by the international community, and expects the same from our business partners. By way of example, you must comply with fair labor standards that permit freely chosen employment, prohibit child labor and human trafficking, and allow for reasonable working hours and payment of fair wages and benefits. You must avoid inhumane treatment of workers. You must be committed to a workforce that is free of harassment and unlawful discrimination and which allows for freedom of association of personnel. You must maintain a safe and healthy work environment. You must maintain policies and procedures to address similar human rights-related workforce practices of your suppliers. In addition, where applicable, Arista's business partners must have policies and procedures in place to reasonably assure that any "conflict minerals" are obtained from sources that are committed to worker health and safety.

Arista is committed to ensuring its products and services are not used to support human rights abuses, such as through mass communications surveillance activities, that are unlawful or that otherwise violate international norms. When selling or supporting Arista products or services, Arista business partners must investigate red flags that indicate an end-use may support human rights abuses and take necessary steps to resolve such concerns or terminate such activity.



14. Diversity and Inclusion.

Arista strives to build an inclusive culture that encourages, supports, and celebrates the diverse voices of our employees. We expect that our business partners share this commitment by making efforts to hire a diverse workforce, engage with Minority- and Women-owned Business Enterprises (MWBs), and support under-represented affinity and professional organizations.

15. Sustainability and Environmental Protections.

Arista recognizes our important role in protecting the environment, and we expect that our business partners share in this commitment. Arista business partners must comply with all applicable environmental laws and regulations and make efforts to reduce waste by implementing appropriate conservation measures.

16. Cooperation.

Arista business partners are expected to cooperate fully with any of Arista's periodic information and documentation requests. This includes any requests made while conducting new partner due diligence, as well as any audit requests made by Arista in accordance with your partner agreement.

17. Certification.

Upon request by Arista, business partners will have an authorized representative certify that they have read and understood this Code and that your personnel are committed to upholding the standards described herein.

Arista business partners can report any concerns or suspected violations of this Code by using our whistleblower website (www.arista.ethicspoint.com) or our ethical/violation hotline (telephone numbers are available at www.arista.ethicspoint.com).

Santa Clara—Corporate Headquarters

5453 Great America Parkway,
Santa Clara, CA 95054

Phone: +1-408-547-5500

Fax: +1-408-538-8920

Email: info@arista.com

Ireland—International Headquarters

3130 Atlantic Avenue
Westpark Business Campus
Shannon, Co. Clare
Ireland

Vancouver—R&D Office

9200 Glenlyon Pkwy, Unit 300
Burnaby, British Columbia
Canada V5J 5J8

San Francisco—R&D and Sales Office 1390

Market Street, Suite 800
San Francisco, CA 94102

India—R&D Office

Global Tech Park, Tower A & B, 11th Floor
Marathahalli Outer Ring Road
Devarabeesanahalli Village, Varthur Hobli
Bangalore, India 560103

Singapore—APAC Administrative Office

9 Temasek Boulevard
#29-01, Suntec Tower Two
Singapore 038989

Nashua—R&D Office

10 Tara Boulevard
Nashua, NH 03062



Copyright © 2020 Arista Networks, Inc. All rights reserved. CloudVision, and EOS are registered trademarks and Arista Networks is a trademark of Arista Networks, Inc. All other company names are trademarks of their respective holders. Information in this document is subject to change without notice. Certain features may not yet be available. Arista Networks, Inc. assumes no responsibility for any errors that may appear in this document.