

Arista Vendor Terms & Conditions

Services to commence at the time agreed by the parties, and are subject to the provisioning and availability of the Provider's platform. Services are provided for the term set forth in this agreement, and such term will renew automatically at the anniversary date of the term, unless either party provides ninety (90) days' notice of its intent not to renew the Services.

Client authorizes Alphaserve to act on its behalf to initiate and modify the services provided by Arista, and to accept terms relating to the service provided by Arista. The services provided by Arista will be supported and managed by Alphaserve only where Client has subscribed in writing to the relevant managed services offered by Alphaserve which correspond to the services provided by Arista. Where Alphaserve provides support and management of the services provided to Client by Arista, Alphaserve will follow the implementation recommendations made by Arista.

The use of any Arista Software by Client or any end user shall be subject to the then current end user license agreement located at <http://www.arista.com/assets/data/pdf/EndUserLicenseAgreement.pdf> (which may be updated at any time at the sole discretion of Arista via the Arista website) (the "EULA").

The provision of any support services by Arista to any End User shall be subject to the terms set forth in the Arista Master Services Agreement ("MSA") which may be found at <http://www.arista.com/assets/data/pdf/MasterServicesAgreement.pdf> (which may be updated at any time at the sole discretion of Arista via the Arista website) (and, together with the EULA and Limited Warranty (defined below), the "End User Agreements").

The only warranty provided to Client with respect to any Arista Products or Arista Services is the written limited warranty statement provided with that Arista Products or Arista Services or outlined at <http://www.arista.com/assets/data/pdf/Warranty.pdf> (the "Limited Warranty"). Alphaserve and Arista reserve the right to refund the purchase price as its exclusive warranty remedy.

The End User Agreements Terms shall apply to this order and all future Arista services provided to Client. The End User Agreements Terms shall be Client's sole remedy in respect of any service level breach or other breach.