

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

(v2.0 October 2024)

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. Arista's business partners ("Partners") play a critical role in protecting the trust that investors, customers, colleagues, governments, and the global business community place in Arista. This Partner Code of Ethics and Business Conduct ("Code") applies to our Partners and their personnel, including their directors, officers, agents, contractors, consultants, and employees (collectively "personnel"), in all activities related to their business relationship with Arista throughout the world. We require our Partners to ensure this Code is given to their personnel who work with Arista or market Arista products or services (collectively "Arista Products"). Any violation of this Code may result in action, including termination of their status as an Arista business partner.

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

## 1. Financial Integrity and Accounting.

Partners must maintain accurate books and records related to the sale of Arista Products. All information provided to Arista and our shared customers must be complete, accurate, and not misleading. For Arista's resale partners, this information includes but is not limited to, providing accurate and complete point-of-sale information, copies of purchase orders when requested, complete and accurate information when submitting requests for special pricing, rebates, or reimbursements, and any other information that Partner is contractually required to provide to Arista or is reasonably requested by Arista. Further, Partners must 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.

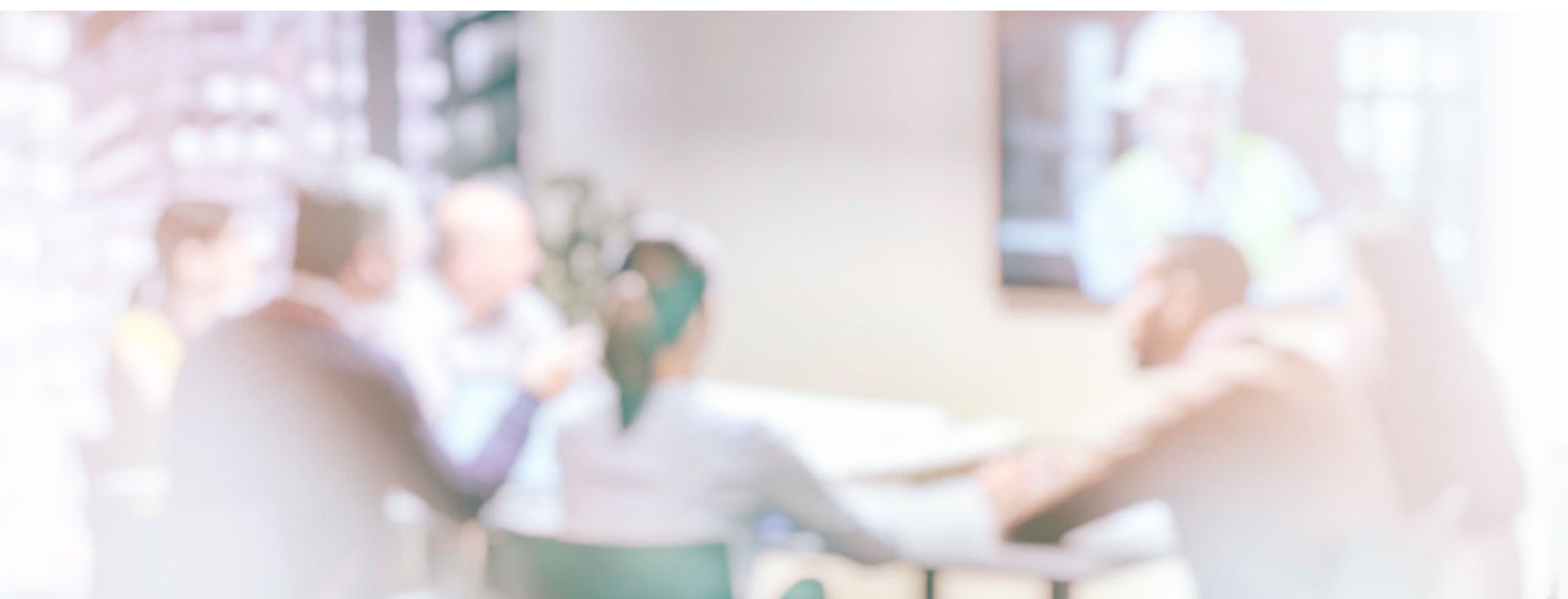
## 2. Additional Discounts and Special Pricing.

Arista may provide its resale Partners with additional discounts, rebates, or special pricing ("Special Pricing Discounts"). All partner requests for such Special Pricing Discounts must be made in good faith, with accurate justification, clear breakdown of how the monies will be used, such as passing the discount to the end customer, accounting for additional services provided to the end customer, or retaining rebates that have been validly earned. Please refer to your Arista partner agreement for details regarding Arista's right to audit your compliance with this policy.

## 3. Anti-Bribery Compliance.

Partners must comply with all applicable 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. Partners will not, directly or indirectly, make, offer, or authorize the payment of any money, bribes, kickbacks, or anything of value (this includes, for example, gifts, travel, meals, and entertainment), to anyone, 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. Partners will fully comply with any rules regarding tender and bid processes. Partners may not offer employment to foreign officials, including employees of state-owned enterprises, if doing so would violate applicable laws.

Partners may co-sponsor events organized by Arista to market and promote Arista Products. As co-sponsors, Partners must ensure that the activities conducted at such events remain focused on the promotion of Arista Products. Further, the nature and value of meals, entertainment, and business courtesies extended should be reasonable and should not give the appearance of impropriety or an attempt to influence the integrity of the recipients. Any lucky draws, giveaways, or sweepstakes held by Partners at such events must be pre-cleared by Arista's Legal department ([compliance@arista.com](mailto:compliance@arista.com)).



## 4. Antitrust and Competition Laws.

Arista 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 Partners to do or attempt to jointly do any of the following: 1) fix or control prices for Arista Products, 2) boycott suppliers or customers in violation of applicable laws, 3) divide or allocate markets or customers, or 4) coordinate competing bids.

## 5. Conflicts of Interest.

Partners must not engage in any activity with Arista or its employees, agents, or affiliates that would interfere with contractual responsibilities to Arista or create a perceived conflict of interest. This includes any relationships or transactions that could interfere with the Partner's contractual obligations or create a perception of impropriety. Examples of conflict of interest include, but are not limited to, Arista personnel being officers, directors, or shareholders of a Partner, payment of incentives to Arista personnel, or any economic or family relationship between Partner and Arista personnel. In the event a Partner becomes aware of a conflict of interest, such Partner must promptly notify Arista at [legal@arista.com](mailto:legal@arista.com) or at [www.arista.ethicspoint.com](http://www.arista.ethicspoint.com), which includes an option for making such reports anonymously.

## 6. Insider Trading.

Partners may become aware of non-public information in the course of doing business with Arista. Partners have a duty to ensure that this information is not used for any improper purpose, for their 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 Partner, and those that Partner informs, to severe financial and criminal penalties.

## 7. Communications Regarding Arista.

Partners must ensure that all statements, communications, and representations to Arista customers are accurate, complete, and not misleading. Similarly, Partners will not make or attempt to make any written or oral agreements or commitments on behalf of Arista, including for example product features, or extended warranty commitments, without written authorization from Arista. Partners' communications should be conducted in a professional manner and 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 a Partner sells to Government Customers, it 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 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, Partners must ensure that payment is permitted before requesting related fees or other compensation. Partners may be required to disclose such fees in writing to the Government Customer. It is the Partner's responsibility to determine 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. Partners must maintain the confidentiality of the confidential information and other proprietary information that they may obtain in the course of their business relationship with Arista and our joint customers. Partners must not reproduce copyrighted software, documentation, or other materials unless properly authorized to do so. Partners must also observe any applicable data privacy requirements. Partners are responsible for making sure these restrictions are understood and followed by their employees and agents. Partner's partner agreement or non-disclosure agreement provides specific guidelines on the proper treatment and handling of confidential and proprietary information. In the course of the Partner's business relationship with Arista, it may be entrusted with the Personal Data of Arista 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, Partner 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. Partners must permit Arista to monitor and/or audit their compliance with this Section during regular business hours upon not less than 48 hours' notice and provide Arista copies of audits and system test results 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 Partner or any of its subcontractors and/or any unauthorized intrusions into Partner's or any of its subcontractors' facilities or secure systems (collectively, a "Breach"), Partner must immediately, (a) notify Arista within 24 hours, (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. Such notification must include enough detail for Arista to identify, and for Arista to notify, the affected Data Subjects as to the facts and circumstances of the Breach, and the corrective action Partner has taken to prevent further Breach. Should Partner not be able to provide all such information, Partner must provide regular and timely updates regarding the Breach until such time as it is fully understood and rectified. Additionally, Partners 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, Partner agrees that it will not inform any third party of any Breach that names or otherwise implicates Arista without Arista's prior written consent; however, if such disclosure is required by applicable law, Partner agrees 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 9; and/or (b) the unauthorized disclosure or use of any Personal Data by Partner. 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.

## 10. Export Compliance.

Partners must maintain and follow a documented trade compliance program designed to comply with all applicable global import, export, re-export, transfer (in-country), and sanctions laws and regulations ("Trade Compliance Laws"). Trade Compliance Laws prohibit Partners from participating in certain transactions involving restricted countries or parties, whether directly or indirectly through third parties. Except under license or as otherwise permitted by Trade Compliance Laws, Partner shall not export, re-export, transfer (in-country), divert, release, import, or disclose to any other person or entity any (1) Arista Products or (2) technology related to current or future Arista Products. Additionally, Partners must strictly comply with all export and re-export restrictions reflected in relevant licenses and distribution agreements.

Partners are expected to support Arista's due diligence process and provide timely and accurate responses to inquiries. Partners must have reasonable and adequate procedures in place to support a Know Your Customer ("KYC") program and to ensure that their operations dealing with Arista Products and technology are not diverting these items to Russia or Belarus or any other countries/territories prohibited by Trade Compliance Laws by any means. Partners must not engage in any activity that contributes to prohibited boycotts during business dealings. Nor shall they use 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.

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

## 12. Relationship of the Parties.

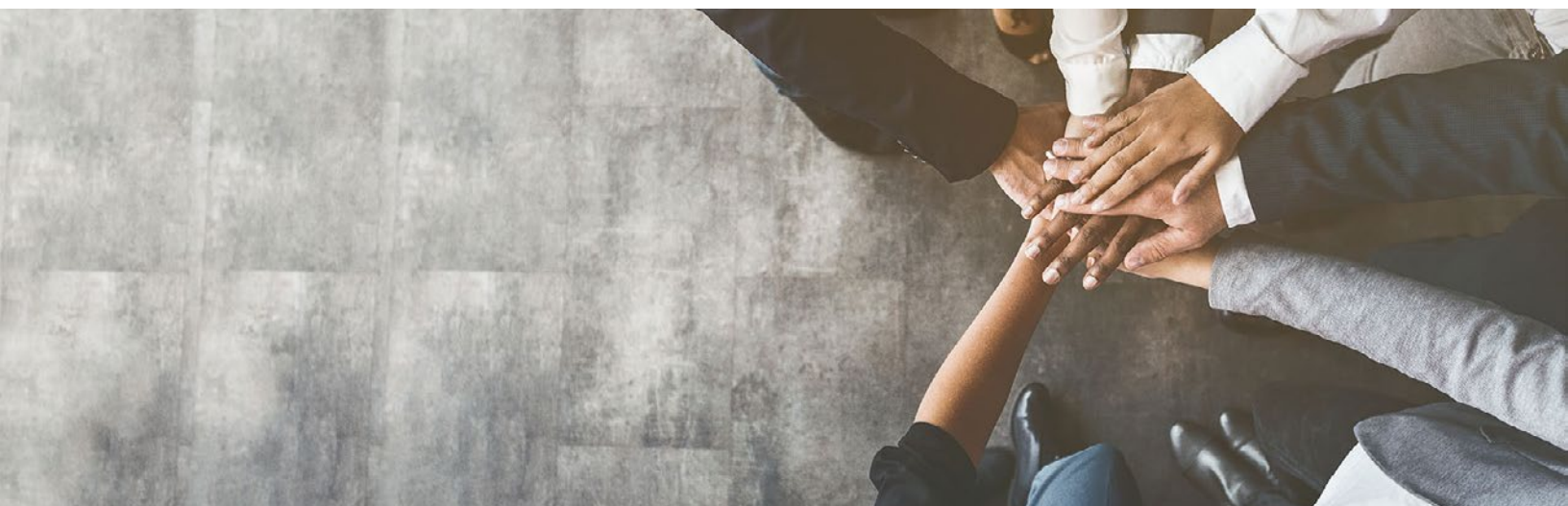
Arista and our Partners are independent contractors, and neither party shall be considered the agent of the other party for any purpose whatsoever. Nothing in this Code shall be construed as establishing an employment relationship, a partnership, or a joint venture between the parties.

## 13. Human Rights; Health and Safety.

As Arista is aligned with the [Responsible Business Alliance's Code of Conduct](#) ("RBA Code"), Arista is committed to upholding the human rights of workers and treating them with dignity and respect, as understood by the international community. Arista expects our Partners to follow the RBA Code or a materially comparable standard. Among other things, this means that Partners must: (i) comply with fair labor standards that permit freely chosen employment; (ii) prohibit child labor and human trafficking; (iii) allow for reasonable working hours and payment of fair wages and benefits; (iv) avoid inhumane treatment of workers; (v) be committed to a workforce that is free of harassment and unlawful discrimination and which allows for freedom of association of personnel; (vi) maintain a safe and healthy work environment; and (vii) maintain policies and procedures to address similar human rights-related workforce practices of our suppliers. In addition, where applicable, 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's Partners must have policies in place and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold, and cobalt ("Conflict Minerals") in the products they manufacture to reasonably assure that they are sourced in a way consistent with the Organisation for Economic Co-operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework. Arista is committed to ensuring its Products 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, Partners must investigate red flags that indicate an end-use that 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 Partners share this commitment by making efforts to hire and retain 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 Partners must comply with all applicable environmental laws and regulations, and make efforts to reduce waste and greenhouse gas (GHG) emissions by implementing appropriate conservation and management measures and KPIs, and regularly reporting on KPI performance and progress.

## 16. Cooperation.

Partners are expected to cooperate fully and promptly with any of Arista's periodic information and documentation requests. This includes requests made during new partner due diligence, as well as any audit requests made by Arista in accordance with the terms of the partner agreement, sales quotes, and sales order confirmation. Such requests may include, without limitation, requests that the partner provide copies of end-customer purchase orders and/or other documentation validating that Special Pricing Discount has been passed on to the customer in compliance with the terms and conditions set forth by Arista.

## 17. Channel Partner Agreement.

Channel Partners are required to comply with all the terms and conditions outlined in their Channel Partner Agreement with Arista. In general, this includes, but is not limited to:

- **Partner Authorization:** Partners designated as "resellers" may only sell Arista Products directly to end customers and may not sell to other resellers or distributors absent prior approval by Arista.
- **Inventory and Ordering:** Unless specifically allowed in the agreement, Partners may not stock or pre-order Arista Products without a purchase order from an end customer.
- **Territorial Restrictions:** Each Partner is assigned a specific geographical territory within which they are authorized to sell Arista Products.

## 18. Certification.

Upon request by Arista, the Partner shall have an authorized representative certify that they have read and understood this Code, that the Partner is in compliance with it, and is committed to maintaining ongoing compliance.

Partners can report any concerns or suspected violations of this Code to [legal@arista.com](mailto:legal@arista.com) or by using our whistleblower website ([www.arista.ethicspoint.com](http://www.arista.ethicspoint.com)) or our ethical/violation hotline (telephone numbers are available at [www.arista.ethicspoint.com](http://www.arista.ethicspoint.com)).

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