# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**Washington, D.C. 20549**

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# FORM 8-K

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**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **June 13, 2025**

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# ARISTA NETWORKS, INC.

(Exact name of registrant as specified in its charter)

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| **Delaware** | **001-36468** | **20-1751121** |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

**5453 Great America Parkway**
**Santa Clara, CA 95054**
(Address of principal executive offices) (Zip Code)

**(408) 547-5500**
(Registrant's telephone number, including area code)

**Not Applicable**
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| **Common Stock, $0.0001 par value** | **ANET** | **New York Stock Exchange** |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

**ITEM 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On June 13, 2025, Arista Networks, Inc. (the "Company") appointed Todd Nightingale, age 45, to serve as the Company's President and Chief Operating Officer. Mr. Nightingale will join the Company on or about July 1, 2025.

Mr. Nightingale has served as the Chief Executive Officer and member of the Board of Directors of Fastly, Inc. from September 2022 to June 2025. Prior to Fastly, Inc., Mr. Nightingale served as the Executive Vice President and General Manager of Enterprise Networking and Cloud at Cisco Systems, Inc. from March 2020 to September 2022. Mr. Nightingale served as the Senior Vice President and General Manager of Cisco Meraki from June 2016 to March 2020. Prior to that, he held various roles as a Vice President at Cisco Meraki. Mr. Nightingale holds a Bachelor of Science in electrical engineering and computer science from Massachusetts Institute of Technology as well as a Masters in engineering from Massachusetts Institute of Technology.

The Company entered into an offer letter with Mr. Nightingale to memorialize his employment (the "Letter Agreement"). Pursuant to the terms of the Letter Agreement, Mr. Nightingale will commence employment on or about July 1, 2025. In this role, Mr. Nightingale will receive an annual base salary of $350,000. He is eligible to receive a prorated bonus for fiscal year 2025 and will be eligible to participate in the Company's bonus program and receive an annual discretionary bonus starting in fiscal year 2026. Subject to necessary corporate approvals, Mr. Nightingale will receive a grant of restricted stock units covering shares of the Company common stock having a value of $30,000,000 ("RSUs") under the Company's 2014 Amended, Restated and Extended Equity Incentive Plan (the "Plan"). Such RSUs will vest as to 25% on the Company's first vesting date after the one-year anniversary of the vesting commencement date, and then 1/16 quarterly thereafter over a total of approximately four years, subject to Mr. Nightingale's continued service to the Company through each vesting date. Additionally, subject to necessary corporate approvals, Mr. Nightingale will receive a grant of performance-based restricted stock units covering shares of the Company's common stock having a value of $2,000,000 ("PSUs") under the Plan. The PSUs will cover three six-month performance periods.

In addition, in connection with the appointment as President and Chief Operating Officer, the Company will enter into a severance agreement with Mr. Nightingale. The severance agreement provides that if Mr. Nightingale's employment is involuntarily terminated other than for "cause" (as defined in the severance agreement) or if Mr. Nightingale resigns for "good reason" (as defined in the severance agreement) then, subject to his execution of a release of claims, Mr. Nightingale will receive continuing payments of his base salary for 12 months and accelerated vesting of time-based equity awards that would have vested had Mr. Nightingale remained employed with the Company for 12 months following his termination of employment date. If the Company terminates Mr. Nightingale's employment without "cause" during the period beginning on, and for 12 months following a change in control, then the equity acceleration benefit would be 50% of the then-unvested equity awards, if greater than the acceleration benefit described in the previous sentence. Mr. Nightingale will also enter into the Company's standard form of indemnification agreement, pursuant to which the Company agrees to indemnify its officers to the fullest extent permitted by applicable law.

The Letter Agreement and severance agreement between Mr. Nightingale and the Company are attached as Exhibits 10.1 and 10.2, respectively, to this Current Report and are incorporated herein by reference.

There are no family relationships between Mr. Nightingale and any director or executive officer of the Company, and the Company has not entered into any transactions with Mr. Nightingale that are reportable pursuant to Item 404(a) of Regulation S-K. Except as described above, there are no arrangements or understandings between Mr. Nightingale and any other persons pursuant to which he will be appointed as an executive officer of the Company.

**ITEM 9.01 Exhibits**

| Exhibit No. | Description |
|---|---|
| 10.1 | Letter Agreement by and between the Company and Todd Nightingale, dated June 12, 2025 |
| 10.2 | Form of Severance Agreement by and between the Company and Todd Nightingal |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL Document) |

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ARISTA NETWORKS, INC.

June 16, 2025

/s/ CHANTELLE BREITHAUPT

Chantelle Breithaupt
Chief Financial Officer
(Senior Vice President)

Arista Networks, Inc
5453 Great America Parkway
Santa Clara, CA 95054
Tel: 408-547-5500
www.arista.com

Todd Nightingale
[home address]

June 12, 2025

Dear Todd,

On behalf of Arista Networks, Inc. ("the Company"), I am pleased to offer you a full-time exempt position as President & Chief Operating Officer (“COO”), effective July 1, 2025. You have until June 15, 2025 to accept this offer, at which time it expires. The terms of this offer are as follows:

**1. Salary:** The Company will pay you a base salary of $ 350,000 per year in accordance with the Company's standard payroll policies. Your salary may be adjusted from time to time at the Company’s sole discretion.

**2. Bonus:** For year 2025 you will be eligible to receive a prorated bonus that accounts for your being employed for a portion of 2025 subject to performance, less applicable withholdings and deductions, payable in 2 installments: first installment to be paid by September 30, 2025 and second installment to be paid on the last scheduled payroll in December 2025.

Starting in year 2026, you will be eligible to participate in the Company’s bonus program and receive an annual discretionary bonus, less applicable withholdings and deductions, pursuant to the terms of the program. Please note that you must be an employee of the Company on the bonus payout date to be eligible to receive the bonus payment. Lastly, as a reminder, both your base salary and the components of your discretionary bonus are subject to periodic review and may be modified by the Company as deemed necessary in its sole and absolute discretion.

Please note that you must be an employee of the Company on the bonus payout date to be eligible to receive the bonus payment. Lastly, as a reminder, both your base salary and the components of your discretionary bonus are subject to periodic review and may be modified by the Company as deemed necessary in its sole and absolute discretion.

**3. Benefits:** During the term of your employment, you will be eligible to participate in all of the Company's standard health, vacation, and other benefits covering employees. The Company reserves the right to change the benefit plans and programs that it offers to its employees at any time.

**4. Stock:** Subject to a separate equity award agreement (the “Equity Award Agreement”) and approval by the Company’s board of directors or its compensation committee, you will be granted:

a. Restricted stock units covering shares of Company common stock having a “value” equal to $30,000,000 (the “RSUs”). For purposes of the previous sentence, the “value” of a share means the lowest closing price of the Company’s common stock during the 90-trading day period ending on the Tuesday preceding the grant date of the RSUs. The Company’s restricted stock units vest on 4 designated dates each quarter (each, a “Quarterly Vesting Date”). Your RSU agreement will specify these Quarterly Vesting Dates. Your RSU agreement will specify these Quarterly Vesting Dates. Your RSUs will vest at a rate of 1/4 on the first Quarterly Vesting Date after the one-year anniversary of the vesting commencement date and 1/16th of the RSUs vest per quarter on each Quarterly Vesting Date thereafter over a total of approximately four years. All vesting is subject to your continued service to the Company through each Quarterly Vesting Date.

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b. Performance based stock units covering shares of Company common stock having a "value" equal to $2,000,000 (the "PSU"). For purposes of the previous sentence, the "value" of a share means the lowest closing price of the Company's common stock during the 90-trading day period ending on the Tuesday preceding the grant date of the PSUs. The PSUs will be subject to performance-based vesting conditions that will be reasonably determined by the Company. You will be eligible to earn 1/3 of the PSU during each of the following six-month performance periods:

    a. August 1, 2025 to January 31, 2026
    b. February 1, 2026 to July 31, 2026
    c. August 1, 2026 to January 31, 2027

    The first vesting date is anticipated to be in February 2026. All subject to your continued service to the Company through each applicable Quarterly Vesting Date

The amounts of compensation described in this letter are before taxation or other withholdings required or permitted by law. The Company reserves the right to withhold all applicable federal, state, and local income, Social Security, and other employment taxes, along with any other amounts of required withholding, from all amounts of compensation and other remuneration payable to you, whether as direct compensation or pursuant to any of the compensation or benefit plans in which you may participate. You will receive
payment of your earned compensation by direct deposit to a bank account of your choice.

Your employment with the Company will be "at-will". This means that your employment will not be for any specified period of time and can be terminated either by you or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. It also means that your job duties, title, responsibilities, reporting level, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed with or without notice at any time in the sole discretion of the Company. Notwithstanding the foregoing, you may be entitled to accelerated vesting and other severance benefits in the event of a termination or change in the nature of your job, as set forth in the Severance Agreement.

This offer is conditioned on you signing the Company's At-Will Employment, Confidentiality, and Invention Agreement, the Company's Mutual Arbitration Agreement successful completion of a background investigation, consistent with applicable federal, sated and local law, submitting the legally required proof of your identity and authorization to work in the United States, and your ability to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations maintained by the United States Department of Commerce. By signing and accepting this offer, you represent and warrant that you are not subject to any other legal obligation that prevents you to be employed with or to provide services to the Company.

The Company intends that all payments made under this letter agreement be exempt from, or comply with, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and any guidance promulgated thereunder ("Section 409A") so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to so be exempt or comply. You and the Company agree to work together in good faith to consider amendments to this letter agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A. In no event will the Company reimburse you for any taxes that may be imposed on you as a result of Section 409A.

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On the Start Date, you and the Company will enter into a Severance Agreement dated as of the Start Date in the form attached hereto as Exhibit A (the "Severance Agreement") and an Indemnification Agreement dated as of the Appointment Date in the form attached hereto as Exhibit B (the "Indemnification Agreement").. This letter agreement, the Severance Agreement, the Indemnification Agreement the Equity Award Agreements (when entered into), the At-Will Employment, Confidentiality, and Invention Agreement, and the Mutual Arbitration Agreement set forth the terms of your employment with the Company and supersede any prior representations and agreements, whether written and oral, regarding the terms of your employment with the Company. This letter agreement may not be modified or amended, except by a written agreement, signed by both you and the Company's Chief Executive Officer. This letter agreement is governed by California law. If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

By signing this offer letter, you represent and warrant that you are not party to any agreement or subject to any policy applicable to you that would prevent or restrict your from engaging in activities competitive with the activities of your former employer or from directly or indirectly soliciting any employee, client or customer to leave the employ of, or transfer its business away from, your former employer. Alternatively, if you are subject to such an agreement or policy, you have informed or will promptly inform the Company of that fact, you affirm that you have provided or will provide promptly a copy of any such agreement or policy to the Company, and you affirm that you have complied and will comply with it, and that your employment with the Company does not violate any such agreement or policy.

It is an exciting time in the industry, we look forward to working with you. Congratulations!

Sincerely,

/s/ Jayshree Ullal

Jayshree Ullal
Chairperson and Chief Executive Officer

Accepted: /s/ Todd Nightingale Date: June 13, 2025

**ARISTA NETWORKS, INC.**

**SEVERANCE AGREEMENT**

This Severance Agreement (the "***Agreement***") is made and entered into by and between Todd Nightingale ("***Executive***") and Arista Networks, Inc., a Delaware corporation ("***Company***"), effective July 1, 2025 (the "***Effective Date***").

RECITALS

1. The Board of Directors of the Company (the "***Board***") believes that it is in the best interests of the Company and its stockholders (i) to assure that the Company will have the continued dedication and objectivity of Executive, notwithstanding the possibility, threat, or occurrence of a Change in Control (as defined below) and (ii) to provide Executive with an incentive to continue Executive's employment and to motivate Executive to maximize the value of the Company for the benefit of its stockholders.

2. The Board believes that it is imperative to provide Executive with certain severance benefits upon Executive's termination of employment under certain circumstances. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company.

3. Certain capitalized terms used in the Agreement are defined in Section 6 below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement will terminate upon the date that all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law. If Executive's employment terminates for any reason and Executive elects to sign and not revoke the Release (as defined in Section 4(a)), Executive will not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement or any Equity Award agreement, the payment of accrued but unpaid wages or other compensation, as required by law, as may otherwise be available in accordance with the Company's established employee plans, and any unreimbursed reimbursable expenses, and this Agreement supersedes all prior agreements or arrangements relating to the same.

3. Severance Benefits.

(a) Termination without Cause or Resignation for Good Reason not in Connection with a Change in Control. If the Company terminates Executive's employment with the Company without Cause (excluding Executive's death or Disability) or if Executive resigns from such employment for Good Reason, then, subject to Section 4, Executive will receive the following:

(i) Accrued Compensation. The Company will pay Executive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements.

(ii) Severance Payment. Executive will be paid continuing payments of severance pay at a rate equal to Executive's base salary rate, as then in effect, for twelve (12) months from the date of such termination of employment, to be paid periodically in accordance with the Company's normal payroll policies.

(iii)Equity Acceleration for Time-Based Equity Awards. The vesting of Executive's outstanding Equity Awards subject to time-based vesting will accelerate and vest as to the portion that would have vested had Executive remained employed with the Company for twelve (12) months following the termination of employment date. For the avoidance of doubt, no portion of any Equity Award subject to performance-based vesting will vest under this Section 3(a)(iii).

(b) Termination without Cause or Resignation for Good Reason in Connection with a Change in Control. If the Company terminates Executive's employment with the Company without Cause or if Executive resigns from such employment for Good Reason, and such termination occurs within the period commencing with, and ending twelve (12) months following, a Change in Control, then, subject to Section 4, Executive will receive the following (in addition to the consideration set forth in Sections 3(a)(i) and (ii) above):

(i) Vesting Acceleration of Equity Awards. Fifty percent (50%) of Executive's then outstanding and unvested Equity Awards as of the termination of employment date will become vested and otherwise will remain subject to the terms and conditions of the applicable Equity Award agreement. If, however, an outstanding Equity Award is to vest and/or the amount of the award to vest is to be determined based on the achievement of performance criteria, then the Equity Award will vest as to fifty percent (50%) of the amount of the Equity Award assuming the performance criteria had been achieved at target levels for the relevant performance period(s). For the avoidance of doubt, if the accelerated vesting benefit for an applicable Equity Award is greater under Section 3(a)(iii) than under this Section 3(b)(i), then Executive shall be entitled to the superior benefit set forth in Section 3(a)(iii).

(c) Voluntary Resignation; Termination for Cause. If Executive's employment with the Company terminates (i) voluntarily by Executive (other than for Good Reason) or (ii) for

Cause by the Company, then Executive will not be entitled to receive severance or other benefits except for those (if any) as may then be established under the Company's then existing severance and benefits plans and practices or pursuant to other written agreements with the Company.

(d) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability, or Executive's employment terminates due to his or her death, then Executive will not be entitled to receive any other severance or other benefits, except for those (if any) as may then be established under the Company's then existing written severance and benefits plans and practices or pursuant to other written agreements with the Company.

(e) Exclusive Remedy. In the event of a termination of Executive's employment as set forth in Section 3 of this Agreement and assuming that Executive elects to sign and not revoke the Release, the provisions of Section 3 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive or the Company otherwise may be entitled, whether at law, tort or contract, in equity, or under this Agreement (other than the payment of accrued but unpaid wages, as required by law, any unreimbursed reimbursable expenses, and any rights under any Equity Award agreement). In such case, Executive will be entitled to no benefits, compensation or other payments or rights upon a termination of employment other than those benefits expressly set forth in Section 3 of this Agreement and in any Equity Award agreement.

4. Conditions to Receipt of Severance

(a) Release of Claims Agreement. The receipt of any severance payments or benefits (other than the accrued benefits set forth in Section 3(a)(i)) pursuant to this Agreement is subject to Executive signing and not revoking a separation agreement and release of claims in a form acceptable to the Company (the "***Release***"), which must become effective and irrevocable no later than the sixtieth (60th) day following Executive's termination of employment (the "***Release Deadline***"). If the Release does not become effective and irrevocable by the Release Deadline, Executive will forfeit any right to severance payments or benefits under this Agreement. In no event will severance payments or benefits be paid or provided until the Release actually becomes effective and irrevocable.

(b) Confidential Information and Invention Assignment Agreement. Executive's receipt of any payments or benefits under Section 3 (other than the accrued benefits set forth in Section 3(a)(i)) will be subject to Executive continuing to comply with the terms of the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (the "***Confidential Information and Invention Assignment Agreement***"), between the Company and Executive, as such agreement may be amended from time to time.

(c) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance payments or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the final regulations and any guidance promulgated thereunder ("***Section 409A***") (together, the "***Deferred Payments***") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to Executive, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has a "separation from service" within the meaning of Section 409A. Termination of employment is intended to constitute a "separation from service" within the meaning of Section 409A.

(ii) It is intended that none of the severance payments under this Agreement will constitute "***Deferred Payments***" but rather will be exempt from Section 409A as a payment that would fall within the "short-term deferral period" as described in Section 4(c)(iv) below or resulting from an involuntary separation from service as described in Section 4(c)(v) below. However, any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by Section 4(c)(iii). Except as required by Section 4(c)(iii), any installment payments that would have been made to Executive during the sixty (60) day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60th) day following Executive's separation from service and the remaining payments shall be made as provided in this Agreement.

(iii)Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but before the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment under Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of clause (i) above.

(v) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of clause (i) above.

(vi) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition before actual payment to Executive under Section 409A.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's benefits under Section 3 will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order: (i) reduction of cash payments; (ii) cancellation of awards granted "contingent on a change in ownership or control" (within the meaning of Code Section 280G), (iii) cancellation of accelerated vesting of equity awards; (iv) reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Executive's equity awards.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 5 will be made in writing by the Company's independent public accountants immediately prior to a Change in Control or such other person or entity to which the parties mutually

agree (the "***Firm***"), whose determination will be conclusive and binding upon Executive and the Company. For purposes of making the calculations required by this Section 5, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section. The Company will bear all costs the Firm may incur in connection with any calculations contemplated by this Section 5.

6. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. "***Cause***" will mean:

(i) an act of dishonesty made by Executive in connection with Executive's responsibilities as an employee;

(ii) Executive's conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude;

(iii) Executive's gross misconduct;

(iv) Executive's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom Executive owes an obligation of nondisclosure as a result of Executive's relationship with the Company;

(v) Executive's willful breach of any obligations under any written agreement or covenant with the Company; or

(vi) Executive's continued failure to perform his employment duties after Executive has received a written demand of performance from the Company which specifically sets forth the factual basis for the Company's belief that Executive has not substantially performed his duties and has failed to cure such non-performance to the Company's reasonable satisfaction within 10 business days after receiving such notice.

(b) Change in Control. "***Change in Control***" will have the meaning set forth in the Company's 2014 Equity Incentive Plan.

(c) Disability. "***Disability***" means that Executive has been unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Alternatively, Executive will be deemed disabled if determined to be totally disabled by the Social Security Administration. Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the

performance of substantially all of Executive's duties hereunder before the termination of Executive's employment becomes effective, the notice of intent to terminate based on Disability will automatically be deemed to have been revoked.

(d) Equity Awards. "***Equity Awards***" will mean an Executive's outstanding stock options, stock appreciation rights, restricted stock, restricted stock units, performance stock units, and other Company equity compensation awards.

(e) Good Reason. "***Good Reason***" will mean Executive's resignation within thirty (30) days following the expiration of any Company cure period (discussed below) following the occurrence of one or more of the following, without Executive's consent:

(i) a material diminution of Executive's authority, duties or responsibilities; provided, however, that a reduction in authority, duties or responsibilities in connection with the Company being acquired and made part of a larger entity (as, for example, when the Chief Financial Officer of the Company remains as such following an acquisition of the Company but is not made the Chief Financial Officer of the acquiring corporation) will constitute "Good Reason";

(ii) a material reduction in Executive's base salary (except where there is a reduction applicable to the management team generally); provided, however, that a reduction in Executive's base salary of fifteen percent (15%) or less in any one (1) year will not be deemed a material reduction; or

(iii) a material change in the geographic location of Executive's primary work facility or location; provided that a relocation of less than fifty (50) miles from Executive's then present location will not be considered a material change in geographic location.

Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within ninety (90) days of the initial existence of the grounds for "Good Reason" and a cure period of thirty (30) days following the date of such notice.

(f) Section 409A Limit. "***Section 409A Limit***" will mean two (2) times the lesser of: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of Executive's termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive's employment is terminated.

7. Successors.

(a) The Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" will include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 7(a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when sent electronically or personally delivered when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid or when delivered by a private courier service such as UPS, DHL or Federal Express that has tracking capability. In the case of Executive, notices will be sent to the e-mail address or addressed to Executive at the home address, in either case which Executive most recently communicated to the Company in writing. In the case of the Company, electronic notices will be sent to the e-mail address of the Chief Executive Officer and the General Counsel and mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its Chief Executive Officer and General Counsel.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason will be communicated by a notice of termination to the other party hereto given in accordance with Section 8(a) of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than ninety (90) days after the giving of such notice).

9. Resignation. Upon the termination of Executive's employment for any reason, Executive will be deemed to have resigned from all officer and/or director positions held at the Company and its affiliates voluntarily, without any further required action by Executive, as of the

end of Executive's employment and Executive, at the Board's request, will execute any documents reasonably necessary to reflect Executive's resignation.

10. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement, the Confidential Information and Invention Assignment Agreement, Executive's Indemnification Agreement, Executive's offer letter agreement, and the Equity Award Agreements (when entered into) with the Company constitute the entire agreement of the parties hereto and supersede in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto and which specifically mention this Agreement.

(e) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions). Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) will be commenced or maintained in any state or federal court located in the jurisdiction where Executive resides, and Executive and the Company hereby submit to the jurisdiction and venue of any such court.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income, employment and other taxes.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

***[Signature Page to Follow]***

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

**COMPANY ARISTA NETWORKS, INC.**

By: /s/ Jayshree Ullal

Title: Chairperson and Chief Executive Officer

Date: June 16, 2025

**EXECUTIVE**

By: /s/ Todd Nightingale

Title: President and Chief Operating Officer

Date: June 13, 2025