



Limited Warranty – Hardware and Software Effective September 21, 2020

This Limited Warranty for Gigamon Hardware and Software Products (this “**Limited Warranty**”) is available only to the original end customer entity (the “**Customer**”) and solely covers Products purchased by Customer from Gigamon or its authorized channel partners.

Definitions

- “**Defect**” means any verifiable and reproducible failure of the Product to materially conform to the Specifications that is validated by Gigamon, unless such failure is caused by (a) Customer’s failure to implement in a timely manner Software updates, improvements, or modifications to the Product made available to Customer by Gigamon; (b) a Force Majeure Event, (c) acts of government; (d) misuse or abuse, (e) Customer instructions, installation, or set up adjustments; (f) modifications of or to any part of the Product by any party other than Gigamon; (g) accident or damage; or (h) use of the Software other than as permitted in the Gigamon Terms and Conditions set forth at <https://www.gigamon.com/content/dam/resource-library/english/user---support-documentation/gigamon-terms-and-conditions.pdf> (the “**Gigamon Terms**”).
- “**Hardware**” means any Gigamon-branded hardware product that is purchased by Customer directly from Gigamon or through an authorized channel partner. For clarity, Software may be included with or embedded in Hardware, but is not included within the scope of Hardware.
- “**Products**” means, collectively, Software, Hardware, and/or any combination thereof.
- “**Software**” means any object or binary code or firmware, and any upgrades or updates therefor, that are provided by Gigamon or an authorized channel partner on Gigamon’s behalf and that are either (a) included with or embedded in the Hardware, or (b) provided as a separate Gigamon-branded software product.
- “**Specifications**” means the applicable Gigamon-published technical Product specifications.
- “**Warranty Period**” (a) for Hardware, means one (1) year from the initial date Hardware is shipped by Gigamon or its designee and (b) for Software, means ninety (90) days from the date the Software is delivered or initially made available to the Customer or its designee.

Limited Warranty for Hardware

During the Warranty Period for Hardware, Gigamon will, at its option, use reasonable efforts to repair or replace such Hardware determined to have a Defect, provided that: (a) the Hardware has been used within normal operating conditions; (b) the Customer notifies the Gigamon technical support team (“**Technical Support**”) of the suspected Defect during the Hardware Warranty Period; (c) Technical Support validates the Defect; and (d) Customer complies with this Limited Warranty. Gigamon may, at its option, repair or replace any such Hardware with a validated Defect with new or equivalent-to-new components or hardware with equivalent fit, form, and function (each a “**Replacement Unit**”). Any Hardware without a validated Defect will be returned to Customer at Customer’s expense. If Gigamon determines that it is not commercially practical to repair or replace Hardware with a validated Defect, it will refund the purchase price received by Gigamon for such Hardware. This Limited Warranty is Gigamon’s sole liability and Customer’s sole and exclusive remedy for any failure of the Product to operate in accordance with the Specifications.

Process: Customer must first contact Technical Support to obtain approval to return Hardware that Customer suspects has a Defect. Following Technical Support’s approval of Customer’s return of such Hardware, Technical Support will provide Customer with a Gigamon Return Materials Approval (“**RMA**”) number that Customer must include when shipping the suspect Hardware back to the location designated by Technical Support. Customer is responsible for shipping the suspect Hardware, in either its original packaging or packaging affording a reasonably equivalent degree of protection, to Gigamon’s designated location. Customer will pay the freight and any corresponding customs, taxes, duties, or other fees related to



the return of the suspect Hardware to Gigamon's designated location. Any Hardware returned to Gigamon will become Gigamon property upon shipment of a Replacement Unit to Customer or its designee.

Within 10 business days of Gigamon's receipt of the Hardware with the suspected Defect, Gigamon will ship a Replacement Unit to Customer. Each Replacement Unit is covered by this Limited Warranty for the longer of (a) the remainder of the original Hardware Warranty Period; or (b) ninety days from the Replacement Unit shipment date. Gigamon will pay the freight associated with the Replacement Unit shipment, but Customer will be responsible for any corresponding customs, taxes, duties, or related fees.

Limited Warranty for Software

During the Software Warranty Period, Gigamon will use reasonable efforts to provide the Customer a correction or workaround for any Defects in the Software provided that: (a) the Defect occurs when the Software is used within normal operating conditions and as permitted in the Gigamon Terms and subject to the other limitations therein and herein; (b) the Customer notifies Technical Support of the suspected Defect during the Software Warranty Period; (c) Technical Support reproduces and validates the Defect; and (d) the Customer complies with this Limited Warranty. If Gigamon determines that it is not commercially practical to repair or replace the Software with a confirmed Defect, it will refund the purchase price received by Gigamon for such Software. This limited warranty is Gigamon's sole liability and Customer's sole and exclusive remedy for any failure of the Product to operate in accordance with the Specifications.

Additional Information

Technical Support Contact Information: For contact details, please visit <http://www.gigamon.com/support/support-and-services/contact-support.html>. This Limited Warranty is non-transferable and only covers Defects. Further, this Limited Warranty is invalid if the factory-applied serial number has been altered or removed from the Product. Gigamon may require Customer to provide proof of purchase by Customer and the applicable shipment date.

DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GIGAMON AND ITS LICENSORS DISCLAIM ALL WARRANTIES RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD. THE PRODUCTS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE PRODUCTS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, CRITICAL COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY OTHER APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE.

LIMIT OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER GIGAMON NOR ITS LICENSORS WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DATA OR INFORMATION, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE PRODUCTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GIGAMON'S MAXIMUM LIABILITY UNDER THIS WARRANTY IS THE PURCHASE PRICE GIGAMON RECEIVED FOR THE PRODUCT IN QUESTION. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT.

Force Majeure. Gigamon shall not be liable for any failure to perform its obligations under this Limited Warranty as a result of a cause beyond its reasonable control (a "Force Majeure Event"), including but not limited to, act of God or public enemy; act of terrorism; act, order, requirement or advisory of any military, civil or regulatory authority; change in any law or regulations; fire, flood, earthquake, storm, epidemic, pandemic, viral or communicable disease outbreak, quarantine, national emergency, or other like event and any governmental orders or advisories related thereto; supply chain disruption; disruption of transportation systems; disruption or outage of communications, power or utility; labor problem; lack of or inability to obtain fuel, power, components or



materials; or any other cause, whether similar or dissimilar to any of the foregoing, that could not have been prevented with reasonable care.

Choice of Law; Venue: This Agreement is governed by the laws of the State of California, without reference to its conflict of laws principles. Any dispute regarding this Limited Warranty will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, U.S.