

## **GIGAMON® LIMITED WARRANTY**

### **1. The GIGAMON® 5-YEAR HARDWARE LIMITED WARRANTY**

- 1.1. Gigamon warrants to the Original Purchaser that any Hardware Products manufactured by Gigamon and shipped on or after February 1, 2011 are free from defects in materials and workmanship and perform in accordance with the applicable data sheet or agreed upon specifications when used within all operating conditions and limitations set forth therein under normal use for a period of five (5) years from date of shipment (FOB Gigamon and/or affiliate companies or authorized agents or resellers).
- 1.2. Contracts originating prior to February 1, 2011 included a hardware warranty for one (1) year included in the purchase price. Additional support was available for purchase on a yearly basis. After February 1, 2011, Gigamon extends the original one-year hardware warranty to a five (5) year warranty from the original shipment date provided the Original Purchaser renews their support and maintenance agreement. No remuneration or consideration is to be given against prior maintenance fees provided under previous contracts. For those customers that choose not to renew their support and maintenance agreements after February 1, 2011, no hardware warranty extension is made. In addition, support and maintenance renewals are separated from hardware warranties and thus, renewal pricing is only applied against those products with software components. Transceivers and cabling no longer require annual renewal maintenance.
- 1.3. The Gigamon 5-Year Hardware Limited Warranty is available to the Original Purchaser only and is non-transferrable.

### **2. The GIGAMON® 1-YEAR SOFTWARE LIMITED WARRANTY**

- 2.1. Gigamon warrants to the Original Purchaser that any Software Products manufactured by Gigamon and shipped on or after Feb 1, 2011 are free from defects in materials and workmanship and perform in accordance with the applicable data sheet or agreed upon specifications when operated on Gigamon Hardware and all other operating condition limitations set forth therein under normal use for a period of one (1) year from date of shipment (FOB Gigamon and/or affiliate companies, authorized agents or resellers). For international customers, the period is thirteen (13) months from the date of shipment.
- 2.2. This software warranty is between Gigamon and the Original Purchaser and is non-transferrable. No credit or refund is available under any circumstances.

2.3. This warranty does apply to open source software which is provided subject to the terms and conditions of the applicable license.

### **3. GENERAL TERMS**

- 3.1 Upon notification of an impaired Product, Gigamon Support shall work with the customer to correct the problem. If Gigamon Support determines a Hardware replacement is necessary, then a new or refurbished replacement part or unit will be shipped in advance to the customer/user, at Gigamon expense for next day delivery. Each such shipment will include a pre-paid return label clearly referencing the Gigamon RMA number.
- 3.2 For international customers, Gigamon support shall work with the reseller/customer to determine if a hardware replacement is necessary. If such replacement is deemed necessary by Gigamon, an advanced replacement hardware shipment will be made to the customer's specified address. The customer is responsible for all tariffs, taxes and tolls while Gigamon pays the shipping cost to the customer's specified address. International customers shall be responsible for the cost of the return shipment and any related export costs.
- 3.3 Upon re-establishment of service, customers are responsible for the return of the suspect hardware in the same packaging with the Gigamon RMA number prominently displayed. Failure to return the parts and/or units within the time frame requested by Gigamon will result in the customer being billed for the cost of the parts and/or units.
- 3.4 Incidents that cannot be resolved will be logged and escalated to engineering for resolution including possible on site visit to customer site if necessary to resolve the problem. Tech Support will report status of incident report at appropriate intervals until final resolution is achieved.
- 3.5 Gigamon's entire liability and exclusive remedy shall be the repair or replacement, at Gigamon's sole discretion, of the Hardware Products which do not meet the Limited Warranty, and which are returned freight prepaid, to Gigamon, or its authorized RMA service center. Customer must provide details of the warranty claim. Any products returned for other than warranty repair will be repaired at Customer's

expense and at Gigamon then current professional service rates. Any replacement Products are warranted for the remainder of the original warranty period or for ninety (90) days, whichever is longer.

3.7 THE WARRANTY AS SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GIGAMON SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR CONSEQUENTIAL DAMAGES.

3.8 This Agreement is construed under California law and any claims between the parties arising out of this Agreement shall be venued in Santa Clara County, California. The parties agree to jurisdiction in California.