

## Policy Related to Accessory or Non-Serviceable Products

This document states the Gigamon Inc. ("Gigamon") policy for providing repair/replacement services for Accessories or Non-Serviceable Products (each as defined below) under Gigamon's Limited Warranty for Hardware and Software (the "Limited Warranty") or Gigamon's Product Support and Software Maintenance Agreement (the "Support Agreement").

## **Definitions**

- 1) "Accessories" means the following Gigamon products:
  - a. Optics;
  - b. Power or connectivity cables; and
  - c. Spares (defined below) without a Service Contract.
- 2) "Non-serviceable Products" means the following Gigamon Products:
  - a. Passive TAP(s)
  - b. Control card(s)
  - c. Power cords
  - d. Fans
  - e. Filters
  - f. Power supply units (PSU)
- 3) "Spare" means a Gigamon Product that (a) is purchased by the Customer for use only if a similar or identical unit (utilized by the Customer in a larger Gigamon System) fails, and (b) is not covered by an active Support Agreement. For the avoidance of doubt, a component ceases to be a Spare once the customer has placed it into service as part of a larger Gigamon System covered by an active Support Agreement.
- 4) "Gigamon System" is a Gigamon Product in which the Accessory or Non-Serviceable Product is a component.

## **Policy**

All Accessories and Non-serviceable Products will receive the service level that is the greater of:

- The active Gigamon Limited Warranty provided at the time Gigamon initially ships the Accessory or Non-serviceable Product; or
- The active Service Agreement for the system associated with the Accessory or Non-serviceable Product as used by the Customer.

Customer will not be entitled to service/support for the Accessory or Non-Serviceable Product if the applicable Limited Warranty has expired and if no active Service Agreement is in place for the Gigamon System associated with the Accessory or Non-serviceable Product as used by Customer.

Example: A power supply associated with a GigaVUE-HC2 system with an active Next Business Day Service Level Agreement (SLA), will receive a replacement from the nearest reverse logistics depot under the same terms.