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.