

## **Supplemental Terms for Products with Data Use Limits**

Gigamon offers certain of its Software Products on a data use limited basis, enabling customers to control and scale their use of such Products. Accordingly, these Supplemental license Terms (the “**Supplement**”) govern Gigamon Products subject to data use limits and are hereby incorporated into the Gigamon license agreement between the Customer and Gigamon (the “**Agreement**”). Capitalized terms used herein and not defined shall have the meanings per the Agreement.

### **1. Additional Definitions.**

- 1.1. “Data Use Limits”** means the maximum quantity of data expressed in (i) gigabits per second (Gbps) that may be ingested at any time by Customer’s cumulative total of capacity based Products, and (ii) Terabytes (TB) or PetaBytes (PB) that may be ingested over the course of each day by Customer’s cumulative total of volume based Products.

### **2. Supplemental Terms.**

- 2.1. Data Use Limits.** Data Use Limits (if applicable) are specified in each quote issued by Gigamon or its Authorized Channel Partner. If Customer exceeds its contracted Data Use Limits, to account for Customer’s excess data usage, Customer agrees to upgrade to a higher Product tier through the remainder of the applicable Product(s) license term. Gigamon may, at its sole discretion, permit a reasonable allowance for occasional or incidental overages before requiring Customer to upgrade to a higher Product tier. This allowance is offered at the Gigamon’s option and shall not constitute a waiver of the Gigamon’s rights to enforce the Data Use Limits or associated fees at any time.
- 2.2. Reports.** If enabled by Customer, the “GigaVUE-FM Fabric Manager” console (“**Fabric Manager**”) installed in Customer’s environment will transmit periodic usage reports to Gigamon to demonstrate Customer’s compliance with the applicable Data Use Limits. For the avoidance of doubt, Fabric Manager transmissions **do not** permit Gigamon to access or view any (i) Customer proprietary data processed by the Products, (ii) proprietary technical information associated with Customer’s network environment configuration, or (iii) personal data, financial data, PCI or protected health information. Should Customer disable Fabric Manager reporting, Customer agrees to generate a monthly report via Fabric Manager that discloses the quantity of data processed by the applicable Products (the “**Usage Report**”) which shall be emailed to Gigamon at [vbl-reports@gigamon.com](mailto:vbl-reports@gigamon.com) at the end of each month. Customer will maintain for at least one (1) year following expiration of the license, complete and accurate records to verify that actual usage complied with the Data Use Limits.
- 3. General.** Customer’s failure to timely pay amounts owed pursuant to Section 2.1 (“Data Use Limits”) may (in addition to Gigamon’s reserved other rights) result in Gigamon’s immediate termination of Customer’s Product licenses. Except as specifically provided in this Supplement, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between this Supplement and the terms and conditions of the Agreement, this Supplement shall control.