

Gigamon Education Services Agreement

This Gigamon Education Services Agreement (the “**Agreement**”) is an agreement between Gigamon Inc. and the customer (“**Customer**”) named on a Gigamon® Education Services voucher issued by Gigamon (each a “**Voucher**”).

1. Gigamon Education Services. “**Gigamon Education Services**” means, collectively, the Gigamon courses listed at <https://www.gigamon.com/support/education-services.html> (each a “**Gigamon Course**”) and Gigamon Certified Professional test (the “**GCP Test**”) listed at <https://www.gigamon.com/support/education-services/gigamon-certified-professional.html>. Vouchers may be redeemed only for the Gigamon Education Service selected by the Customer at the time of Voucher purchase.
2. Vouchers. Vouchers expire twelve (12) months following date of shipment. Vouchers may only be redeemed through Gigamon Authorized Training Providers (each an “**ATP**”) or Gigamon’s designated third-party proctoring service (the “**Test Provider**”), as applicable. Classes or testing must be completed within 12 months of Voucher shipment. Voucher terms may not be extended. Vouchers are non-transferable, non-returnable, non-refundable, and may not be redeemed for cash. Instructions for Voucher redemption and Gigamon Course and GCP Test registration are posted at <https://www.gigamon.com/support/education-services.html>
3. Gigamon Courses. Gigamon Courses are provided by ATPs and class schedules and locations are determined by the ATP in their sole discretion. ATPs, class schedules and locations can be accessed via <https://www.gigamon.com/support/education-services/authorized-training-partners.html>. After purchasing a Voucher for a Gigamon Course, Customer must book the class session and redeem the Voucher directly with the ATP within 12 months of Voucher shipment. Classes are provided in the English language unless otherwise agreed upon between the ATP and Customer in writing. For instructor led training, it is the Customer’s responsibility to secure a venue for the class at Customer’s sole cost and expense.
4. Gigamon Materials. The ATP will use Gigamon documentation when delivering each Gigamon Course (the “**Gigamon Materials**”). Subject to and conditioned upon Customer’s payment of the Voucher price and compliance with these terms and conditions, Gigamon hereby grants the individuals who register for and participate in the Gigamon Course provided by an ATP (each a “**Delegate**”) a limited, non-exclusive, non-transferrable, non-assignable, non-sublicensable, personal, worldwide, royalty-free license under Gigamon’s copyrights to access, download, and use a single copy of the Gigamon Materials online or in print, solely for the purpose of completing the associated Gigamon Course and for internal business purpose. Delegates may not copy, distribute, create derivative works of, or publicly perform the Gigamon Materials. The license granted in this Agreement is not a transfer or sale of Gigamon’s or its licensors’ ownership rights in the Gigamon Materials (including any copies) or its intellectual property. Except for the license specifically granted in this Agreement, Gigamon and its licensors retain all right, title, and interest in and to the Gigamon Materials and any and all modifications or derivatives thereof. Customer will ensure that each Delegate complies with the terms and conditions of this license.
5. GCP Tests.
 - a. GCP Tests are administered on-line and are recorded and proctored remotely by the Test Provider. After purchasing a Voucher for a GCP Test, the individual taking the GCP Test (“**Candidate**”) can register for and take such test. Customer must book test sessions directly with the Test Provider. All tests are provided in the English language.
 - b. Each Candidate will be required to consent to being recorded on video for the purposes of enabling remote proctoring of the test environment. Additionally, the Candidate will be required to submit certain personally identifiable information, to be recorded during the test, and to agree to the sharing of such information between the Testing Provider and Gigamon. Visit <https://gcpexam.gigamon.com> register for the GCP Test and/or review the Test Provider’s privacy policy.
 - c. GCP Test Vouchers may be used by one Candidate, one time, for one exam within 12 months of Voucher shipment. Candidates must wait at least 3 days before retaking a failed GCP Test. Prior to retaking the GCP Test, the Candidate must

purchase a new Voucher and will be permitted to register and retake the GCP Test on the 3rd day following the date on which the previous GCP Test was taken and failed. Candidates who pass the GCP Test may not retake it again until it is time to renew their GCP certification.

6. Force Majeure. Notwithstanding any other provision of this Agreement, Gigamon, the ATPs and the Test Provider will have no liability for any cessation, interruption, or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm, or other natural disaster, act of God, act of government, labor controversy or threat thereof, civil disturbance or commotion, acts or threats of terrorism, war, or armed conflict.
7. Limited Warranty. If Education Services delivered pursuant to an active Voucher fail to materially conform to the applicable description posted at <https://www.gigamon.com/support/education-services.html> on the date of Voucher is purchased, and Customer notifies Gigamon in writing of such non-conformance within 30 days of receipt of the non-conforming Education Services, Gigamon at its sole discretion will redeliver the Education Services or refund to Customer the purchase price paid for the applicable Voucher. For the avoidance of doubt, Gigamon will have no liability for Vouchers that expire unused.
8. NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN THE EDUCATION SERVICES AND GIGAMON MATERIALS ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY. TO THE EXTENT PERMITTED BY LAW, GIGAMON EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NONINFRINGEMENT. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE COVERAGE PERIOD. THIS LIMITED WARRANTY SUPERSEDES ANY PRIOR AGREEMENTS OR REPRESENTATIONS—INCLUDING REPRESENTATIONS MADE IN GIGAMON SALES LITERATURE OR ADVICE GIVEN BY GIGAMON, ANY GIGAMON AUTHORIZED CHANNEL PARTNER, AN ATP, THE TEST PROVIDER, OR AN AGENT OR EMPLOYEE THEREOF THAT MAY HAVE BEEN MADE IN CONNECTION WITH THE PURCHASE OF THE EDUCATION SERVICES OR THE PROVISION OF GIGAMON MATERIALS. NO CHANGE TO THIS LIMITED WARRANTY IS VALID UNLESS IT IS MADE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GIGAMON.
9. Limitations of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, GIGAMON WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LOST DATA, IN CONNECTION WITH EDUCATION SERVICES OR GIGAMON MATERIALS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM LIABILITY OF GIGAMON, AN ATP, OR THE TEST PROVIDER UNDER THIS AGREEMENT IS EXPRESSLY LIMITED TO THE PRICE PAID FOR THE APPLICABLE VOUCHER. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE NATURE OR THEORY OF THE CLAIM AND WILL BE EFFECTIVE EVEN IF GIGAMON, THE ATP, OR THE TEST PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.
10. General. This Agreement is governed by the laws of the California, without reference to its conflict of laws principles. Any dispute regarding the Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, U.S.A. This Agreement may not be transferred or assigned by Customer. The Agreement constitutes the entire agreement between Customer and Gigamon with respect to the Education Services and supersedes any other communications with respect to the Education Services. Additional or conflicting terms on any purchase order or other document issued by Customer or any third party, including without limitation any ATP or Test Provider, will have no force or effect. These terms and conditions may not be amended, waived or modified, except in a writing signed by a duly authorized representative of each party and no course of dealing or usage of trade may be invoked to amend, waive or modify any term of this Agreement. If any provision of the Agreement is held invalid or unenforceable, the remainder of the Agreement will continue in full force and effect. No waiver by either party of any rights under the Agreement will be effective unless such waiver is in a writing signed by the party against whom enforcement is sought. Any notices relating to this Agreement should be

sent via receipted delivery to Gigamon Inc., Attention: Legal Department, 3300 Olcott Street, Santa Clara, CA 95054 or by email to legal@gigamon.com.