

End User License Agreement Supplemental Terms – Gigamon® Application for QRadar

These Supplemental Terms (“**Supplemental Terms**”), along with Gigamon’s EULA (defined below), are a legal agreement between the end-user customer of the Gigamon® Application for QRadar (“**Customer**”) and Gigamon Inc. (“**Gigamon**”). Gigamon is willing to license the Gigamon Application for QRadar (the “**Application**”) to Customer upon the condition that it accepts and complies with the terms contained in the EULA as modified by these Supplemental Terms (together with the EULA, the “**Agreement**”). To the extent of any conflict between the terms of these Supplemental Terms and the EULA, the Supplemental Terms will apply to the Application. Except as set forth in these Supplemental Terms, the terms of the EULA remain in full force and effect. Capitalized terms not otherwise defined in these Supplemental Terms will have the meaning ascribed to them in the EULA.

Customer’s use, duplication, modification, installation, or access of the Application constitutes agreement with and acceptance of the Agreement.

1. **Definitions.** For purposes of these Supplemental Terms:
 - a. “**EULA**” means the Gigamon End User License Agreement, as amended from time to time, currently located at: <https://www.gigamon.com/content/dam/resource-library/english/user---support-documentation/ms-end-user-license-agreement-7040.pdf>
 - b. “**Software**” will have the meaning ascribed to it in the EULA, but all references in the Agreement to “Software” will be deemed to include also the Application.
 - c. All references in the Agreement to “**Products**” will be deemed to include also the Application.
2. **License Grant.** The Application consists of configuration files in XML format. In lieu of Sections 2(a) and 2(b) of the EULA, the following terms will apply to the Application. Subject to and conditioned upon Customer’s compliance with the restrictions and terms set forth in the Agreement Gigamon hereby grants Customer a non-exclusive, non-sublicensable, non-transferable, worldwide, perpetual license to modify and use the Application solely with Gigamon Hardware in connection with QRadar.
3. **Technical Support.** The provisions set forth in Section 6 (Technical Support, Limited Warranty) of the EULA do not apply to the Application. For the avoidance of doubt, the Application is not eligible for Gigamon Software and Product Support Program. However, Customers wishing to provide Feedback or to submit questions regarding support with respect to the Application may contact Gigamon at apps@gigamon.com. Gigamon values its Customers and will use commercially reasonable efforts to respond to such Feedback or questions, but does not undertake any obligation to do so. If Customer provides any feedback to Gigamon concerning the functionality and performance of the Application (including identifying potential errors, enhancements, and improvements) (“**Feedback**”), Customer hereby assigns to Gigamon all right, title, and interest in and to the Feedback. Gigamon may use Feedback without any payment or restriction.
4. **Term and Termination.** The Supplemental Terms are effective as of the date of Customer’s first access to, or modification, use, or installation of the Application (whichever occurs earliest) and remain in effect until Customer’s failure to comply with any term of the Agreement. Customer may terminate the License Grant section of these Supplemental Terms at any time upon written notice to Gigamon. Gigamon’s rights and Customer’s obligations under these Supplemental Terms survive the termination of the Agreement. Upon termination of the Supplemental Terms and upon Gigamon’s request, Customer will certify in writing to Gigamon that all instances and copies of the Application, or any portion thereof, have either been returned to Gigamon or otherwise destroyed or deleted from any of its devices or storage devices.
5. **Miscellaneous.** These Supplemental Terms, along with the EULA, set forth the entire agreement between Customer and Gigamon (the “**Parties**”) with respect to the subject matter set forth herein and supersedes any and all prior agreements or understandings between the Parties about the specific subject matter of these Supplemental Terms. IBM Is not a party to this Agreement. Except as expressly set forth in these Supplemental Terms, the Agreement is unmodified and in full force and effect. These Supplemental Terms may not be modified except by a written instrument duly executed by authorized representatives of the Parties and no course of dealing or usage of trade may be invoked to modify these Supplemental Terms.