



End User License Agreement

Supplemental Terms – Gigamon® Visibility Application for Splunk

These Supplemental Terms (“**Supplemental Terms**”), along with Gigamon’s EULA (defined below), are a legal agreement between the end-user customer of the Gigamon® Visibility Application for Splunk (“**Customer**”) and Gigamon Inc. (“**Gigamon**”). Gigamon is willing to license the Gigamon Visibility Application for Splunk (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/sites/default/files/resources/supportdocumentation/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 also include Application, exclusive of any third party code.
 - c. All references in the Agreement to “**Products**” will be deemed to also include Application.
2. **License Grant.** 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:
 - a. Gigamon hereby grants Customer a non-exclusive, non-sublicensable (except as set forth in Section 2(b) below), non-transferable, worldwide license to: (i) copy, modify and create derivative works of the Application; and (ii) use the Application and such derivative works solely with GigaVUE-FM software provided by Gigamon or an Approved Source on Gigamon’s behalf, and solely with Gigamon Hardware or, if applicable, the Certified White Box Hardware, for Customer’s internal business purposes only.
 - b. Gigamon hereby grants to Customer the right to sublicense Customer’s rights under Section 2(a)(i) to Customer’s contractors and subcontractors without further sublicense rights; provided that (i) such sublicensed rights are for the sole purpose of providing services to Customer and are subject to all of the limitations set forth in the Agreement; and (ii) Customer will be liable for any actions of, or failure to act by, the contractors and subcontractors as if such actions or inactions were Customer’s.
3. **Technical Support.** Customers wishing to provide Feedback or to submit questions regarding support with respect to the Application may contact Gigamon at app.splunk@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. 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.