



Gigamon Policy Related to Secondary Market Products

This document states Gigamon Inc.'s policy for supporting Gigamon products that are "Secondary Market Products". This Gigamon policy is intended to support and protect the following:

- The Gigamon name and reputation of Gigamon products
- The ownership rights of the original purchaser
- Current end-user customers running Gigamon products

Definitions:

- 1) "Secondary Market Product(s)" means new or used Gigamon products that are purchased outside the Gigamon Authorized Reseller network or Gigamon products that are sold more than once. Secondary Market Products do not include products assigned or transferred that will continue to be used for the benefit of the original customer, even though that original customer is no longer the legal owner of the products (e.g., a customer's transfer of Gigamon products to a managed services provider who will continue deployment of the products for the benefit of the original customer will not be considered a Secondary Market situation).
- 2) "Authorized Reseller Network" includes any active agent, distributor, or reseller that has a valid contract with Gigamon allowing them to do business on Gigamon's behalf at the time of sale.
- 3) "Original Purchaser" is the business entity of record that initially purchased the Gigamon product from within the Gigamon Authorized Reseller Network or directly from Gigamon.
- 4) "End User" is any entity legally using a Gigamon product.

Policy:

Standard and/or Premium Gigamon Support may be purchased by an End User of a Secondary Market Product only under the following conditions:

- a) End User acknowledges that the Gigamon 1-Year Hardware Limited Warranty and 1 year Software Limited Warranty were not transferred with the Secondary Market Product purchase. Both warranties terminated when the Original Purchaser disposes of Gigamon product.
- b) The Original Purchaser provides a written document verifying that the product(s) (with specific serial numbers) are no longer in their possession and have been sold or otherwise transferred with Original Purchaser's consent.
- c) The End User provides a written Bill of Sale documenting transfer of ownership for the product(s).
- d) The End User purchases Standard and/or Premium Support directly from Gigamon.