



## Limited Warranty – Hardware and Software Effective July 1, 2015

This Limited Warranty for Hardware and Software (this “Limited Warranty”) sets forth the terms by which Gigamon Inc. (“Gigamon”) will repair or replace Gigamon-manufactured Products that contain defects in material and workmanship that cause the Products to fail to conform with the applicable Gigamon-published specifications (collectively, the “Defects”). This Limited Warranty covers Gigamon-manufactured software (the “Software”) and Gigamon-manufactured hardware (the “Hardware”) and the Software and Hardware are sometimes referred to in this Limited Warranty together as the “Products”. This Limited Warranty is available only to the original end user customer (the “Customer”) and solely covers Products purchased from Gigamon or its authorized channel partners.

### Hardware

For five years from the initial date that the Hardware is shipped by Gigamon or its designee (“Hardware Coverage Period”), Gigamon will, at its option, repair or replace such Hardware determined by Gigamon to have a Defect provided that: (a) the Hardware has been used within normal operating conditions; (b) the Customer notifies the Gigamon technical support team (“Technical Support”) of the suspected Defect during the Hardware Coverage Period; (c) Technical Support reproduces and validates the Defect; and (d) Customer complies with this Limited Warranty. Gigamon may, at its option, repair or replace any such Hardware with validated Defects with new or equivalent-to-new components or hardware with equivalent fit, form, and function. Any Hardware without validated Defects will be repaired at Customer’s expense and at Gigamon’s then-current professional service rates.

Process: Customer must first contact Technical Support to obtain approval to return Hardware that Customers suspects has a Defect. Customer’s receipt of Technical Support’s approval of Customer’s return of the such Hardware, Technical Support will use commercially reasonable efforts to same-day ship an advanced replacement unit (“ARU”) to Customer. Each ARU will include a Gigamon Return Materials Approval (“RMA”) number that Customer must include when shipping the suspect Hardware back to the location designated by Technical Support. Upon ARU receipt, Customer is responsible for shipping the suspect Hardware, in either its original packaging or packaging affording an equal degree of protection, to the designated location. If Customer fails to return the suspect Hardware within 30 calendar days of Customer’s receipt of the ARU, Customer will be fully liable for the then-current published list price of the ARU.

Each ARU is covered by this Limited Warranty for the longer of (a) the remainder of the original Hardware Coverage Period; or (b) ninety days from the ARU shipment date. Any Hardware returned to Gigamon will become Gigamon’s property. For Customers in Select Countries with a Local Service Depot: Gigamon will pay the freight and all other costs associated with the ARU shipment and the return shipment of the suspect Hardware via a Gigamon-provided pre-paid return label referencing the RMA number. Please see [www.gigamon.com/support-and-services/rma-sd](http://www.gigamon.com/support-and-services/rma-sd) for a list of countries with a local service depot.

For Customers in all other Geographic Locations: Gigamon will pay the freight associated with the ARU shipment, but Customer will be responsible for any corresponding customs, taxes, duties, or related fees. Customer will also be responsible for all costs related to the return of the suspect Hardware to Gigamon’s designated location.

### Software

For one year from the date the Software is initially shipped to or downloaded by the Customer (“Software Coverage Period”), as applicable, Gigamon will use commercially reasonable efforts to provide the Customer a correction or workaround for any Defects in the Software provided that: (a) the suspected Defect occurs when the Software is used within normal operating conditions and as permitted in Gigamon’s End User License Agreement; (b) the Customer notifies

Technical Support of the suspected Defect during the Software Coverage Period; (c) Technical Support reproduces and validates the Defect; and (d) Customer complies with this Limited Warranty. For Software shipped to or downloaded by Customers located outside of North America and Latin America, the Software Coverage Period is thirteen months, instead of one year, from the original date of shipment.

## **Hardware and Software**

**Technical Support Contact Information:** For contact details, please visit <https://www.gigamon.com/support-and-services/contact-support>.

**Limitations:** This Limited Warranty is non-transferable and only covers Defects. This Limited Warranty does not cover issues caused by (a) Customer's failure to implement Software updates; (b) acts of God, (c) acts of government; (d) misuse or abuse, (e) Customer instructions, installation, or set up adjustments; (f) modifications of or to any part of the Products; (g) accident or damage; or (h) use of the Software other than as permitted in Gigamon's End User License Agreement. This Limited Warranty does not apply to Products sold AS IS or WITH ALL FAULTS, nor does it apply to open source software, which is provided subject to the terms and conditions of the applicable open source license. Further, this Limited Warranty is invalid if the factory-applied serial number has been altered or removed from the Product. Gigamon may require Customer to provide proof of purchase by Customer and of the applicable shipment date.

**Disclaimer of Warranties:** EXCEPT AS EXPRESSLY SET FORTH HEREIN THE PRODUCTS 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, OR AN AGENT OR EMPLOYEE THEREOF—THAT MAY HAVE BEEN MADE IN CONNECTION WITH THE PURCHASE OF A PRODUCT. NO CHANGE TO THIS LIMITED WARRANTY IS VALID UNLESS IT IS MADE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GIGAMON.

**Limitations of Liability:** 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 THE PRODUCTS. IF A PRODUCT CONTAINS A DEFECT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT. GIGAMON'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY PRODUCT. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE NATURE OR THEORY OF THE CLAIM AND WILL BE EFFECTIVE EVEN IF GIGAMON HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES. THE LIMITATIONS IN THIS LIMITED WARRANTY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

**Force Majeure:** Notwithstanding any other provision of this Agreement, Gigamon will have no liability for any cessation, interruption, or delay in the performance of its obligations under this Limited Warranty due to causes beyond its reasonable control including: 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.

**Choice of Law; Venue:** This Agreement is governed by the laws of the State of California, without reference to its conflict of laws principles. Any dispute regarding this Limited Warranty will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, U.S.A.