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Gigamon Return Material Authorization (RMA) Policy

March 22, 2024

RMA Overview

Gigamon customers and partners who are experiencing suspected defects with Gigamon products may request a Return Material Authorization (RMA) and receive replacement products if the Gigamon products are covered by an active limited warranty under the <u>Gigamon Hardware and Software</u> <u>Products Limited Warranty</u>, or an active support agreement under the <u>Gigamon Support and</u> <u>Maintenance Agreement</u> (Covered Products).

Once the <u>Gigamon Technical Support</u> team has confirmed that the Gigamon product is a Covered Product, the Support team will use reasonable efforts to address the suspected defect, provided that the Customer provides timely and reasonable cooperation along with the information necessary for diagnosis of the issue. If the Support team confirms the customer-reported defect and approves the RMA, an RMA number will be assigned to the Covered Product and Gigamon will authorize shipment of a replacement unit.

Any products sent to Gigamon without an approved RMA may be returned to the customer or partner or be destroyed at Gigamon's discretion.

Obtaining RMA Approvals

All RMA requests will require that customers or partners provide the following information to Gigamon Technical Support staff for an authorization consideration:

- Description of the problem encountered.
- Serial Number of the Covered Product, or the Serial Number of the chassis (if applicable) in which the Covered Product is installed.
- Customer contact information.
- Customer company or organization name.
- Customer ship-to address detailed information.
- Partner name (if applicable).
- Partner contact information (if applicable).

RMA Product Shipments

Reference the <u>Gigamon Support and Maintenance Agreement</u> or the <u>Gigamon Limited Warranty</u> for details regarding shipment service level objectives and customer requirements for receiving shipments.

Gigamon may ship replacement units with various versions of Gigamon software. Upon receipt of the replacement unit, customers are directed to check the Gigamon software release (if applicable) installed on the replacement unit, and to update the Gigamon software release if required prior to installation and deployment of the replacement unit.

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Return of Covered Products

- For Advance Hardware Replacement (AHR) Service Levels, upon receipt of a replacement unit, the customer or partner will have 30 days to return the Covered Product to the Return Location specified in the RMA unless the Covered Product is designated as a non-returnable "Consumable SKU" by Gigamon. If the customer or partner fails to return the Covered Product to Gigamon within 30 days following receipt of the replacement unit, the customer or partner will be billed at the then-current published list price of the replacement product shipped.
- If Gigamon reasonably determines after receipt of the Covered Product that the customerreported defect is not covered under the Gigamon Support Agreement or Limited Warranty, the customer or partner will be billed at the then-current published list price of the replacement product shipped.
- If the Covered Product is designated by Gigamon as a non-returnable Consumable SKU, Gigamon will advise the customer that the Covered Product does not need to be returned and may be scrapped locally. Gigamon's Technical Support team will confirm whether return of the Covered Product is required (for example, power supplies, fan modules, or cables, typically do not need to be returned).
- All other Covered Products that must be returned to Gigamon should be addressed to the Return Location specified in the RMA.
- Return of Covered Products should be made using the same packaging in which the replacement unit was shipped, or the original packaging for the Covered Product as available. The customer or partner must clearly indicate the Gigamon assigned RMA number on the outside of the return shipping container.
- Gigamon is not responsible for returned hardware that is damaged during shipment.

Customs Documentation for Replacement Units

• If a Commercial Invoice is required, Gigamon will include value declarations for the product(s) for the purposes of assessing tax and duties upon import of the goods. If specifically requested, Gigamon will add the statement: "Warranty Replacement Only not for Sale"

Customer or Partner Owned Spares

- Gigamon replacement spare units are designated as unpowered non-operational products until they are deployed to replace existing Covered Products which have been authorized for replacement.
- If an authorized Gigamon distributor or reseller sends an authorized replacement spare unit from their own inventory to a customer to address a suspected defect, Gigamon will ship a replacement unit to the distributor or reseller (as applicable) to replace the spare unit.
- If the customer owns and uses an authorized on-site spare unit to replace the Covered Product, Gigamon will ship the replacement unit directly to the customer.
- Gigamon will require that the distributor, reseller, or customer (as applicable) provide the Serial Numbers for both the Covered Products and the spare units when requesting the associated RMA.



Dead on Arrival (DOA) Shipments

- If a new product fails within 90 days of original shipment, Gigamon may classify the unit as DOA. In such cases the replacement unit provided by Gigamon will be a new unit shipped from Gigamon's world-wide fulfillment center.
- Gigamon will use commercially reasonable efforts to provide the replacement unit quickly. However, providing new replacement units requires special fulfillment processes and new replacement units may not be readily available for shipment, therefore Gigamon offers customers the option to waive new unit replacement in lieu of Equivalent to New (ETN) replacement for expediency.

System-Level RMA Replacements

- In specific situations, Gigamon may recommend a fully configured replacement system be sent to assist in isolating a difficult issue or problem. In such cases, Gigamon will use commercially reasonable efforts to provide the replacement system quickly. Fully configured system replacements require special fulfillment and material needs and do not fall under regular RMA replacement objectives.
- Customers receiving fully configured system replacements should plan for shipments within a 48-hour period. However, there exists a possibility of delays due to special shipping, handling, or customs management timeframes for such shipments.

Additional References

Gigamon Product Limited Warranty terms and conditions: <u>https://www.gigamon.com/support/warranty.html</u>

Gigamon Support and Maintenance Agreement terms and conditions: <u>https://www.gigamon.com/support/terms-and-conditions.html</u>