

Supplement – Consumer Customers in Australia

(All Trellix and Skyhigh Branded Products and Services)

These supplemental Terms are incorporated into, and made a part of, the Underlying Agreement You have with Company if You are a Customer in Australia and are purchasing products and/or services from Us as a “Consumer” under the Australian Consumer Law.

All capitalized terms not defined herein are provided in the applicable Underlying Agreement. In the case of a conflict between this Supplement and the Underlying Agreement, this Supplement shall prevail for Australian Consumer Customers only.

1. Australian Consumers - Guarantees

- 1.1 The warranties provided in the Underlying Agreement are in addition to Your other rights under the Australian Consumer Law. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the services, you are entitled:
 - to cancel your service contract with us; and
 - to a refund for the unused portion, or to compensation for its reduced value.
- 1.2 You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- 1.3 This Supplement, the Underlying Agreement and all other terms incorporated by reference do not exclude, restrict or modify the application of any part of the ACL, or the exercise of any right or remedy conferred by the ACL.

2. Warranty / Consumer Guarantee Claims Process

- 2.1 The Warranty Period for Hardware and Software products is 90 days from the date of purchase. Please refer to the Underlying Agreement for full warranty conditions and further warranty details in relation to other subscription products and Our services.
- 2.2 The warranties in the Underlying Agreement are made by Musarubra Australia Pty Ltd. Any claims under such warranty or any guarantees under the Australian Consumer Law must be promptly sent by registered post to:

Musarubra Australia Pty Ltd
Level 14, 80 Pacific Highway
North Sydney NSW 2060

You shall be responsible for any costs you incur in making a warranty claim.

3. Limitation of Liability for Non-Excludable Terms

- 3.1 Nothing in the Underlying Agreement or this Supplement limits, excludes or modifies any statutory or implied warranties or guarantees that it is unlawful under the ACL to exclude

(Non-Excludable Term) .

- 3.2 If it is legally permitted to do so, for breach of any such Non-Excludable Term, We limit Our liability to the following: (1) in the case of goods, one or more of the following: (a) the replacement of the goods or the supply of the equivalent goods; (b) the repair of the goods; (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (d) the payment of having the goods repaired; and (2) in the case of services: (a) the supplying of the services again; or (b) the payment of the cost of having the services supplied again.

4. Additional Definitions.

“Australian Consumer Law” or **“ACL”** means the Australian Consumer law as set out in Schedule 2 to the *Competition and Consumer Act 2010*

“Consumer” is defined in section 3 of the ACL.

“Underlying Agreement” means one or more product license, support, subscription or service agreements between Us and You.

-End of Supplement-