

LIMITED HARDWARE WARRANTY

FOR TRELIX AND SKYHIGH SECURITY-BRANDED HARDWARE PRODUCTS

This limited warranty only applies to the Hardware and to the original end user customer of the Product (“Customer” or “you” or “your”). All capitalized terms in this limited warranty document are defined herein and in Section 9 below.

1. The Company (“Company,” or “we” or “our”), warrants that for **ninety (90)** days from the date of shipment of the Hardware to you, the Hardware will be free from material Defects in workmanship under normal use. Hardware covered under this limited warranty will be repaired or replaced with like or better quality at our sole discretion. This limited warranty applies in addition to any statutory warranties that cannot legally be excluded in your jurisdiction.
2. Your sole and exclusive remedy and our entire liability and of our suppliers under this limited warranty will be, at our option, to repair or replace the defective Hardware in accordance with the **RMA process** described in Section 8 below.
3. Software that is embedded in the Hardware is subject to the **End User License Agreement** (EULA) at <https://www.trellix.com/about/legal/end-user-license-agreement/>. We may assign this Limited Hardware Warranty or any obligations hereunder, and will use commercially reasonable efforts to notify you of such assignment.

4. **DISCLAIMER OF WARRANTY.**

EXCEPT AS SPECIFIED IN THIS LIMITED HARDWARE WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY,

NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT OR ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY THE COMPANY, ITS SUPPLIERS AND LICENSORS. THE COMPANY DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF HARDWARE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD OR TO THE MINIMUM DURATION PERMITTED BY APPLICABLE LAW. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

5. **Limitations And Exclusions Of Liability.**

IN NO EVENT WILL THE COMPANY OR ITS LICENSORS BE LIABLE FOR THE FOLLOWING, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE HARDWARE OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (A) LOSS OF OR DAMAGE TO RECORDS OR DATA OR INTERRUPTED OR LOSS OF BUSINESS, (B) THIRD-PARTY CLAIMS FOR DAMAGES, OR (C) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR

EXEMPLARY DAMAGES, (D) LOSS OF REVENUE, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS. THE COMBINED TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO ANY APPROVED SOURCE FOR THE HARDWARE THAT GAVE RISE TO THE CLAIM THIS LIMITATION OF LIABILITY FOR HARDWARE IS CUMULATIVE AND NOT PER INCIDENT. NOTHING IN THIS LIMITED WARRANTY LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

6. Other Restrictions.

- 6.1 This warranty may not be transferred to another country or to a third party without our prior written authorization. Upon any assignment or transfer of the Hardware, you must notify us in writing of the identity of the third-party and location of the Hardware within fifteen (15) days after transfer. A transfer may be prohibited when the new location is in a sanctioned country pursuant to the U.S. Department of Treasury - Office of Foreign Assets Control or other applicable export laws.
- 6.2 This warranty does not cover Defects, damage or failure of Hardware caused by misuse, accident, unauthorized modification, improper use or maintenance, a Force Majeure Event or any other damage or failure caused by a third-party or a third-party product.
- 6.3 Any technical or other support provided for Hardware, such as phone or website support, is provided subject to the Company's Technical Maintenance and Support Terms and Conditions.
- 6.4 This warranty is void and will not apply to any Hardware if (a) product or part identification labels are removed from the Hardware without our written authorization; (b) additional hardware or software is installed on the Hardware without our written authorization, or (c) any tampering is detected with the Hardware; (d) the Hardware has been operating in an unsuitable environment, or which has been altered, except as authorized by a Company Technical Support representative.

7. Governing Law, Jurisdiction and Venue.

- 7.1 All disputes arising out of or relating to this this Limited Hardware Warranty will be governed by the substantive laws and venue as set forth in table below. The location where the end user customer purchased the Hardware is identified by the address on the applicable purchase order that the end user customer has placed either with an Authorized Source or directly with the Company. The courts listed in the table below shall have exclusive jurisdiction to hear any dispute arising out of, or related to, this Limited Hardware Warranty.
- 7.2 If You are a public sector government entity in the United States (excluding the U.S. Government), the laws of the state or territory where You are primarily located shall govern any dispute arising under this Limited Hardware Warranty. If You are the U.S. Government, the laws of the United States shall govern any dispute arising under this Limited Hardware Warranty.
- 7.3 The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Limited Hardware Warranty. Regardless of the above-governing law/venue, either party may

seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party’s intellectual property or proprietary rights.

Location Where Customer Purchased the Hardware	Governing Law	Venue
United States, Mexico, Central America, Canada, South America or the Caribbean and any other location not listed in this table.	Laws of the State of California, U.S.	State courts in the County of Santa Clara, California, and the Federal Courts of the Northern District of California
Europe, Middle East, and Africa	Laws of the Republic of Ireland	Irish courts
Asia Pacific, excluding Australia, Japan	Laws of the Republic of Singapore	Singapore courts
Australia	Laws of New South Wales, Australia	Courts of New South Wales, Australia
Japan	Laws of Japan	Tokyo District Court of Japan

8. Return Material Authorization (RMA) Process.

- 8.1 If you seek Hardware warranty service support, you must initiate a service request by contacting our support team via the Thrive Portal at <https://www.trellix.com/services/>. We will then assess the issue and determine the appropriate resolution process. When applicable, we will provide you with an **RMA number** for returning the Hardware to us. We may reject and return to you any Hardware that is sent to us *without* an assigned RMA number.
- 8.2 You must properly package and facilitate the shipment or pickup of the Hardware. Damage or loss of the Hardware during shipment to us is your responsibility. We will pay all packing, shipping and insurance to ship the replacement Hardware to you.
- 8.3 Before returning any Hardware to us, you are responsible for wiping clean all data from the device. Instructions for wiping data from the Hardware can be found in the applicable product documentation (or contact our Customer Service Team for assistance). We are not responsible for, and assume no liability, for any data on Hardware that is returned to us.
- 8.4 You will own the replacement Hardware, and the replacement Hardware will assume the same then-existing warranty term as the original Hardware that has been replaced.
- 8.5 Defective Hardware that is returned to us and which is replaced becomes our property when either (a) you return the Hardware to a Company-designated carrier’s center (with the carrier having scanned the hardware package’s tracking number into its system) or (b) when our

designated carrier picks up the Hardware package from your site and scans the tracking number into its system.

- 8.6 If we provide any Hardware Warranty services at your facilities, you (a) will make the Hardware available to us for repair or replacement during normal business hours, and (b) you warrant that the premises where the Hardware is located are in a safe condition and that our personnel will not be subject to undue risk or danger while on the premises.

9. **Definitions.**

Capitalized terms in this Limited Hardware Warranty document have the following meaning ascribed to them:

Authorized Partner means a Company-authorized distributor, reseller or other business partner.

Company means any of the following legal entities:

Musarubra US LLC, with offices located at 6000 Headquarters Drive, Suite 600, Plano, Texas 75024, USA, (1) if the Hardware is purchased in the United States, Canada, Mexico, Central America, South America, or the Caribbean;

Musarubra Australia Pty Ltd., with offices at Level 19, 181 William Street, Melbourne, Vic 3000, Australia, if the Hardware is purchased in Australia;

Musarubra Ireland Limited, with its office at Building 2000, City Gate, Mahon, Cork, Ireland, if the Hardware is purchased in Europe, the Middle East or Africa;

Musarubra Japan KK, with its registered office at Shibuya Mark City West, 1-12- 1 Dogenzaka, Shibuya-ku, Tokyo 150-0043, Japan, with respect to the distribution of the Hardware is purchased in Japan;

Musarubra Singapore Pte Ltd., with a trading address at 238A Thomson Road, #12-01/05 Novena Square, Tower A, Singapore, 307684, if the Hardware is purchased in Asia Pacific (but excluding China (in RMB) or Australia);

Trellix (Beijing) Security Software Co. Ltd, with a trading address at Regus, No. 19 Dongfangdong Road, Tower D1, DRC Diplomatic Office Building, Chaoyang District, Beijing, China 100016, if the Hardware is purchased in China (RMB); or

Trellix Public Sector LLC, with offices at 1640 Boro Place, 3rd Floor, McLean, Virginia 22102, USA, if the Hardware is purchased by the U.S. Government, or state or local governments, government healthcare organizations or educational institutions within the United States.

Customer means the end user customer who has purchased the Hardware for which the Company provides Support.

Defect means a fault in the Hardware that substantially prevents the Hardware from operating or functioning as designed or according to its specifications.

Force Majeure Event means any event beyond a Party's reasonable control that, by its nature, could not have been foreseen or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third parties), acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, shortage of supply or delay in delivery by Our vendors, fire, flood, earthquake, accident, radiation, inability to secure transportation, failure

of communications or energy sources, malicious damage, breakdown of plant or machinery, or default of suppliers or subcontractors.

Hardware means hardware equipment together with all parts, elements or accessories, and any combination of them, but does not include any Software programs, code, routines, or other intangible products (whether pre-loaded or subsequently loaded by a Customer, the Company, a reseller, or any third-party).

Hardware Specifications means the minimum technical specification and configuration that must be met by the Hardware to ensure the correct operation of the Software.

Return Materials Authorization (RMA) means an authorization (including a return authorization number) received by Customer from the Company prior to returning failed Hardware, as diagnosed, and confirmed by the Company.

“Support” or “Support Services” has the same meaning as defined in the “Technical Support and Maintenance Terms and Conditions.”

Technical Support Terms and Conditions means the Company Technical Support and Maintenance for Hardware terms and conditions available at: <https://www.trellix.com/en-us/assets/docs/legal/technical-support-and-maintenance-termsand-conditions.pdf>, as amended or updated from time to time.

Warranty Period means the period of time set forth in this document, during which the Company will repair or replace defective Hardware.

Revision History: *This document replaces the Limited Hardware Warranty document, dated June 2022.*

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