



## Limited Warranty on Hardware



The following Limited Warranty applies to Company (the “**Company**,” “We,” “Us,” “Our”) (*as defined below*). **Hardware** products are (i) sold by Us, or a Company authorized reseller or distributor and (ii) purchased for use by a **Customer** (“You” or “Your”) and are not for resale.



## 1. Warranty Period

- 1.1 We warrant that for a period of ninety (90) days after the date We initially ship Hardware to You (“Warranty Period”), the Hardware will be free from material defects under normal use (“Defects”) in workmanship and that it will conform to the Company published Hardware Specifications.
- 1.2 THE ABOVE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES WITH REGARD TO THE HARDWARE AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF HARDWARE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHICH CASE SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. Nothing in this Limited Warranty shall exclude or limit any liability which cannot be excluded or limited by applicable law.

## 2. Warranty Service

- 2.1 To receive warranty service on Hardware, You must contact Us or our agent. Customer is required to follow the Return Materials Authorization (RMA) warranty process provided at <https://www.trellix.com/en-us/support.html>. We may request that You take certain actions to determine whether the problem or error is related to the Software, Hardware, or other items. You shall reasonably cooperate with Us during this process.
- 2.2 Hardware products covered under the Warranty will be repaired or replaced with like or better quality at Our sole discretion. For locations where on-site service is not available, We will issue an RMA number including shipping information and tracking number. You will properly package, insure, and ship prepaid the defective Hardware the Company repair site at Your expense. Damage or loss of goods during shipment to Us is Your responsibility. We will pay all packing, shipping, and insurance to ship the repaired or replacement Hardware to You.
- 2.3 The foregoing is Your sole and exclusive remedy, and Our sole and exclusive obligation, for defects or failures related to the Hardware.
- 2.4 Prior to returning any Hardware to Us for repair or replacement, You must obtain an RMA number from Company Technical Support. Hardware sent to Us without an RMA number may be rejected and returned to You at Your expense. You should be prepared to provide Us with the location of the Hardware, a detailed description of the problems or errors, the Hardware SKU or model number and the serial number.
- 2.5 Returned Hardware becomes the property of the Company at the time it is determined by Us to be defective. You will own all replacement Hardware provided by Us to You. Replacement Hardware provided by Us will assume the existing warranty of the original Hardware.
- 2.6 Some parts of the Hardware may be designated Customer Replaceable Units (“CRUs”). We ship to You, at Our option and expense, CRUs for replacement by You. You must return, at Our expense in the package provided, all defective Hardware to Us within fifteen (15) days following its receipt of the replacement CRU.



### 3. Limitations on Warranty

- 3.1 The warranty may not be transferred to another country without Our written authorization. You may not transfer the warranty to a third-party without Our written authorization. Upon a 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. Please note that a transfer may be prohibited should the country be considered a sanctioned country pursuant to the U.S. Department of Treasury - Office of Foreign Assets Control.
- 3.2 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.
- 3.3 Except for the warranties specifically described in this Limited Warranty, any technical or other support provided for Hardware, such as phone or website support, is provided "as-is" without warranty of any kind.
- 3.4 This warranty is void if product or part identification labels are removed from the Hardware without Our written authorization. Further, this warranty is void if additional Hardware or Software is installed on the Hardware without Our written authorization, or if any tampering is detected with the Hardware. This warranty does not apply to any Hardware that is in an unsuitable operating environment, has been altered, except as authorized by a Company Technical Support representative.
- 3.5 UNDER NO CIRCUMSTANCES ARE WE LIABLE TO YOU FOR ANY OF THE FOLLOWING: (A) LOSS OF OR DAMAGE TO RECORDS OR DATA, (B) THIRD-PARTY CLAIMS FOR DAMAGES, OR (C) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR LOST OPPORTUNITIES), EVEN IF WE ARE INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL HAVE NO LIABILITY OR OBLIGATION FOR ANY DAMAGES THAT ARISE FROM THE USE OF HARDWARE AS PART OF OR IN COMBINATION WITH ANY DEVICES, PARTS OR THIRD-PARTY PRODUCTS THAT ARE NOT PROVIDED BY US AND ARE INCONSISTENT WITH THE DESIGNED PURPOSE OF THE COMPANY HARDWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- 3.6 WE WARRANT THE MATERIAL AND WORKMANSHIP OF ANY PRODUCT PURCHASED FROM US THAT WAS NOT MANUFACTURED BY THE COMPANY FOR 90 DAYS. THIS IS THE ENTIRE LIMITED WARRANTY ON HARDWARE AND DOES NOT APPLY IN ANY WAY TO ANY SOFTWARE LICENSED BY YOU. ANY WARRANTY ON SOFTWARE LICENSED BY YOU IS SET OUT IN THE LICENSE AGREEMENT FOR SUCH SOFTWARE.

### 4. General

- 4.1 Prior to delivering Hardware to Us, You shall ensure:
- 4.1.1 The Hardware is free of any legal obligations or restrictions that would prevent Us from exchanging, repairing, or replacing the Hardware.
- 4.1.2 All necessary consents (e.g., premises owner consent, if applicable) have been obtained to allow Us to access, repair, or replace the Hardware.
- 4.2 If We provide any services at Your location or facilities, You warrant that (a) You shall make the Hardware available to Us for repair or replacement during normal business hours, and (b) the premises where the Hardware is located are in a safe condition and



that Company personnel will not be subject to undue risk or danger while on the premises.

- 4.3 Notwithstanding any language in the Agreement to the contrary, We may assign this Limited Warranty on Hardware or any obligations hereunder. We will use commercially reasonable efforts to notify You of any such assignment.

## 5. Defined Terms

**Company** means one of the following legal entities who offer Hardware, or other products whose purpose to You is in the applicable country/region as identified below:

- (i) Musarubra US LLC, located at 6000 Headquarters Drive, Ste. 600, Plano, TX, 75024, USA, (1) if the Hardware is purchased in the United States (except as provided in Subsection (vii) below), Canada, Mexico, Central America, South America, or the Caribbean, or (2) solely as the licensor of the Hardware if the Hardware is purchased in Japan or in Asia Pacific (but excluding Australia and China (in RMB));
- (ii) Musarubra Australia Pty Ltd., located at 40 Mount Street, Level 16, North Sydney, NSW 2060, Australia, if the Hardware are purchased in Australia.
- (iii) Musarubra Ireland Limited, located at Building 2000, City Gate, Mahon, Cork, Ireland, if the Hardware is purchased in Europe, the Middle East or Africa;
- (iv) Musarubra Japan KK, located at Shibuya Mark City West, 1-12- 1 Dogenzaka, Shibuya-ku, Tokyo 150-0043, Japan, with respect to the distribution of the Hardware, and the provision of all Technical Support, purchased in Japan;
- (v) Musarubra Singapore Pte Ltd., located at 238A Thomson Road, #12-01/05 Novena Square, Tower A, Singapore, 307684, with respect to the distribution of Hardware, and provision of all Technical Support purchased in Asia Pacific (but excluding China (in RMB) or Australia);
- (vi) McAfee (Beijing) Security Software Co. Ltd., located at Room 608, Unit 610, 6/F Zhongyu Masion, No.6 North Workers' Stadium Road, Chaoyang District, Beijing, China, if the Hardware is purchased in China (in RMB); or
- (vii) Trellix Public Sector LLC, located at 11911 Freedom Drive, Suite 400, Reston, VA, 20190, USA, if the Hardware is purchased by the U.S. Government, state or local governments, healthcare organization or educational institutions within the United States.

**Customer** means the individual or entity which has purchased Hardware and to which We provide Support.

**Customer Replaceable Units (CRUs)** means a component of the Hardware that is replaceable by You without on-site assistance.

**Defect** means a fault in any item, whether tangible or intangible, or in the provision of a service, that substantially prevents the item or service 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 sub-contractors.



**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). Additional Hardware Services are available from Us under a separate Technical Support Addendum.

**Return Materials Authorization (RMA)** means an authorization received by You from Us prior to returning failed Hardware, as diagnosed, and confirmed by Us, which includes a return authorization number. Hardware sent to Us without an RMA number may be rejected by Us and returned to You at Our expense.

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

**Technical Support Terms and Conditions** means the Company Technical Support and Maintenance for Hardware terms and conditions that detail Support, available at: [https://www.skyhighsecurity.com/sse/en-us/assets/docs/legal/SkyhighSecurity\\_Tech\\_Support\\_and\\_Maint\\_TC\\_7\\_27.pdf](https://www.skyhighsecurity.com/sse/en-us/assets/docs/legal/SkyhighSecurity_Tech_Support_and_Maint_TC_7_27.pdf), as amended or updated from time to time.

**Warranty Period** means the period during which We remain liable for repair or replacement of any defective part of the Hardware.

*-End-*