

Notice to Australia Consumers

If you acquired Micro Focus Support as a consumer within the meaning of the 'Australian Consumer Law' under the Australian *Competition and Consumer Act 2010* (Cth) then despite any other provision of the Support Agreement:

- (a) the software comes with guarantees that cannot be excluded under the Australian Consumer Law, including that goods will be of acceptable quality and services will be supplied with due care and skill. If Micro Focus fails to comply with any such consumer guarantee, Micro Focus' liability is limited to the following:
 - (i) in connection with the provision of warranty and Support for the software, to any one or more of the following (at Micro Focus' discretion):
 - (A) supplying the services again; or
 - (B) paying the costs of having the services supplied again; and
 - (ii) in connection with the provision of the software, to any one or more of the following (at Micro Focus' discretion):
 - (A) replacement of the software or the supply of equivalent software;
 - (B) repair of the software;
 - (C) paying the costs of replacing the software or acquiring equivalent software; or
 - (D) paying the costs of having the software repaired; and
 - (iii) otherwise, to the maximum extent permitted by law;
- (b) nothing in the Support Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by the Australian Consumer Law which cannot be lawfully excluded or limited;
- (c) the benefits provided to you by the warranties in the Support Agreement are in addition to other rights and remedies available to you under law in relation to the goods or services to which the warranty relates;
- (d) the software may be capable of retaining user-generated data. Micro Focus hereby provides you with notice that if it repairs your software, that repair may result in the loss of that data. To the full extent permitted by law, the limitations and exclusions of Micro Focus' liability in the Support Agreement apply in respect of any such data loss;
- (e) if you think you are entitled to any warranty under this agreement or any of the above remedies, please contact Micro Focus:

Attention: ACL warranty claims
Micro Focus
Level 8, 76 Berry Street
North Sydney NSW 2060



(f) to initiate a support request or warranty claim, please visit <https://www.microfocus.com/about/anz-contact-us/> and submit a request for call.

Note: except where expressly identified otherwise, all capitalised terms used in this notice have the same meaning as defined in the Support Agreement.