

## Notice to Australian Consumers

If you acquired Hewlett Packard Enterprise Company ("HPE") software 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 this 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 HPE fails to comply with any such consumer guarantee, HPE's liability is limited to the following:
  - (1) in connection with the provision of warranty and support services for the software, to any one or more of the following (at HPE's discretion):
    - the supplying of the services again; or
    - the payment of the costs of having the services supplied again; and
  - (2) in connection with the provision of the software, to any one or more of the following (at HPE's discretion):
    - the replacement of the software or the supply of equivalent software;
    - the repair of the software;
    - the payment of the costs of replacing the software or of acquiring equivalent software; or
    - the payment of the costs of having the software repaired; and
  - (3) otherwise, to the maximum extent permitted by law.
- b. nothing in this 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; and
- c. the benefits provided to you by the warranties in this Agreement are in addition to other rights and remedies available to you under a law in relation to the goods or services to which the warranty relates.
- d. The software may be capable of retaining user-generated data. HPE hereby provides you with notice that if HPE 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 HPE's liability in this Agreement apply in respect of any such loss of data.
- e. If you think that you are entitled to any warranty under this Agreement or any of the above remedies, please contact HPE:

Hewlett-Packard Australia Pty Ltd  
410 Concord Road  
Rhodes, New South Wales 2138

- f. To initiate a support request or warranty claim, please call 13 10 47 (within Australia) or +61 2 8278 1039 (if dialing internationally) or visit [www.hpe.com/au/after](http://www.hpe.com/au/after) and select the "Customer Service" option for the most current list of phone support numbers.