Trend Micro End User License Agreement

Software: Trend Micro Consumer Products and Premium Support Services
Version: English/Multi-country
Purpose: Trial and Paid Use Subscription License
Date: July 2013

IMPORTANT: THE FOLLOWING AGREEMENT ("AGREEMENT") SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH TREND MICRO INCORPORATED OR AN AFFILIATE LICENSOR ("TREND MICRO") IS WILLING TO (A) LICENSE THE "SOFTWARE" AND ACCOMPANYING "DOCUMENTATION" OR (B) TO PROVIDE THE "PREMIUM SUPPORT SERVICES" TO "YOU" AS AN INDIVIDUAL USER OR AN AUTHORIZED REPRESENTATIVE OF AN ENTITY. BY ACCEPTING THIS AGREEMENT, YOU ARE ENTERING INTO A BINDING LEGAL CONTRACT WITH TREND MICRO. THE TERMS AND CONDITIONS OF THE AGREEMENT THEN APPLY TO YOUR USE OF THE SOFTWARE AND THE PREMIUM SUPPORT SERVICES AND RELATED SUBSCRIPTION SERVICES. PLEASE PRINT THIS AGREEMENT FOR YOUR RECORDS AND SAVE A COPY ELECTRONICALLY.

You must read and accept this Agreement before You install or use the Software or use the Premium Support Services. If You are an individual, then You must be at least 18 years old and have attained the age of majority in the state, province or country where You live to enter into this Agreement. If You are acquiring the Software or Premium Support Services on behalf of an entity, then You must be properly authorized to represent that entity and to accept this Agreement on its behalf.

If You are downloading or activating the Software for trial purposes or purchasing a license to the Software and/or purchasing one or more of the Premium Support Services, You accept this Agreement by selecting the "I accept the terms of the license agreement" button or box below. If You or the entity You represent does not agree to the terms of this Agreement, select "I do not accept the terms of the license agreement". Then no Agreement will be formed and You will not be permitted to evaluate, purchase or install and use the Software and/or use the Premium Support Services. If You purchased the Software from a retail store and do not accept the Agreement, You may return the Software in its original package with the purchase receipt to the retail store where purchased within thirty (30) days of purchase for a refund less restocking fees, if any.

NOTE: SECTIONS 11 AND 27 OF THIS AGREEMENT LIMITS TREND MICRO'S LIABILITY. SECTIONS 3, 12, 13, 14 AND 27 LIMIT OUR WARRANTY OBLIGATIONS AND YOUR REMEDIES. SECTION 4 PROVIDES ADDITIONAL TERMS APPLICABLE TO USE OF THE PREMIUM SUPPORT SERVICES. SECTION 10 SETS FORTH IMPORTANT RESTRICTIONS ON THE USE OF THE SOFTWARE AND OTHER TOOLS PROVIDED BY TREND MICRO. THE ATTACHED PRIVACY AND SECURITY STATEMENT DESCRIBES THE INFORMATION YOU CAUSE TO BE SENT TO TREND MICRO WHEN YOU USE THE SOFTWARE. BE SURE TO READ THESE SECTIONS CAREFULLY BEFORE ACCEPTING THE AGREEMENT.

1. **APPLICABLE AGREEMENT AND TERMS.** This Agreement applies to Trend Micro Consumer Products ("Software") and to Premium Support Services (the "Premium Support Services"). When installing the Software and/or using the Premium Support Services, You may be prompted to accept the same or another version of Trend Micro's license terms; the terms of the first agreement You accept will apply to Your use of the Software and the Premium Support Services. All rights in this Agreement are subject to Your acceptance of this Agreement. *Paid licenses*: If You have purchased a license to the Software and/or Premium Support Services, Sections 1, 2 and 5 through 31 of this Agreement apply to You. *Trial license*: If You have not purchased a license to the Software and are installing the Software for trial or evaluation purposes, You are a "trial user" and Sections 1, 3 through 21 and 24 through 31 of this Agreement apply to You.

2. **PAID USE SUBSCRIPTION LICENSE.** For each Software license purchased, Trend Micro grants You a non-exclusive, non-transferable, non-assignable right to install and use during Your Subscription Term as defined in Section 6 below only the Software on no more than the maximum number of client, personal or handheld computers (each a "Computer") for which license fees have been paid as specified on Your invoice, receipt, order confirmation, or other purchase documentation. Product licenses for home use must be used by end users in the same household. License fees must be paid for each Computer on which the Software is installed, provided that it may only be installed on one operating system per Computer. Where any license fees or similar payments due from You to Trend Micro under this Agreement is subject to deduction or withholding of income-tax at source in accordance with any applicable tax law or regulation, You shall: (i) pay to Trend Micro such sum as shall be increased to the extent necessary to ensure that, after making of that withholding, Trend Micro receives and retains, free from any liability in respect of such withholding, a net sum equal to what it would have received and so retained had no such withholding been required; and (ii) pay to the relevant taxation or other authorities within the period for payment required by applicable law the full amount of the withholding.

3. **(A) TRIAL USE SUBSCRIPTION LICENSE**. If You are a Software trial user, Trend Micro grants You a non-exclusive, non-transferable, non-assignable right to download, install and use one (1) copy of the Software on a Computer during Your Subscription Term as defined in Section 7 below. At the end of Your Subscription Term, this Agreement expires automatically. You may purchase a paid license to the Software by selecting the Buy Now option in the Software or by contacting an authorized Trend Micro reseller listed on one or more of its sponsored websites, such as www.trendmicro.com ("Sites"). YOU AGREE THAT IF YOU PURCHASE A SUBSCRIPTION LICENSE TO THE SOFTWARE AT ANY TIME PRIOR TO THE END OF THE TERM OF YOUR TRIAL SUBSCRIPTION, YOU IRREVOCABLY FORFEIT, WAIVE AND RENOUNCE ANY TIME REMAINING IN THE TERM OF YOUR TRIAL SUBSCRIPTION AFTER YOU ACTIVATE (AS DESCRIBED IN SECTION 6) THE PAID SUBSCRIPTION LICENSE TO THE SOFTWARE, THEREFORE, IF YOU WANT THE FULL BENEFIT OF YOUR TRIAL SUBSCRIPTION, DO NOT ACTIVATE YOUR PAID USE SUBSCRIPTION LICENSE UNTIL AFTER EXPIRATION OF THE TERM OF YOUR TRIAL SUBSCRIPTION. If You do not purchase a subscription license, You agree to destroy all copies of the Software within fifteen (15) days of the expiration of this Agreement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TREND MICRO SOFTWARE AND RELATED DOCUMENTATION USED FOR TRIAL PURPOSES ARE PROVIDED "AS IS" WITHOUT PERFORMANCE PROMISES ("WARRANTIES") OF ANY KIND. Note that Section 12 limits Trend Micro's warranty obligations.

   (B) PERSONAL USE SUBSCRIPTION LICENSE. Notwithstanding anything to the contrary in this Agreement, the terms of this Section 3(B) shall also apply to You if You acquire a valid royalty-free subscription license to the Software. If You install or register Software for personal use pursuant to this Section 3(B), You must accept this Agreement before using the Software. If You have not purchased a license to the Software and are installing, activating or using the Software for personal use purposes pursuant to this Section 3(B), You are a "personal user" and Sections 1 and 3(B) through 31 of this Agreement apply to You. You may use Software on a non-exclusive, non-transferable, non-assignable basis for Your own personal, non-commercial use from the date You acquire the license or activate Your account to the Software until You or Trend Micro terminates the license. Trend Micro reserves the right to terminate this license and Your access with or without cause with five (5) days' prior written notice, including but not limited to due to discontinuation of the Software. Upon termination, You must delete or destroy all copies of the Software and documentation and stop using the Software. Note that the provisions set forth in Section 24 shall apply to any termination. During the term of Your subscription, only online support resources/technical documentation is available to You; no email or telephone technical support is available. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND RELATED DOCUMENTATION USED FOR PERSONAL USE PURPOSES ARE PROVIDED "AS IS" WITHOUT PERFORMANCE PROMISES ("WARRANTIES") OF ANY KIND.

4. **THE FOLLOWING ADDITIONAL TERMS SHALL ALSO APPLY TO PURCHASERS OF PREMIUM SUPPORT SERVICES:**

   A. Changes. If Trend Micro reserves the right to enhance, reduce, modify or discontinue the Premium Support Services and to impose new or different conditions on their use. Trend Micro may change or update applicable terms and conditions by posting them on Trend Micro's website and it is Your responsibility to routinely review such terms and conditions. Your use of the Premium Support Services after changes or updates to the terms and conditions are posted on Trend Micro's website shall constitute Your acceptance of the Trend Micro terms and conditions as modified to the extent permitted by applicable law.

   B. Delivery of Services. As part of the delivery of the Premium Support Services, a Trend Micro representative shall provide such Premium Support Services over the telephone or via email, as necessary, for follow-up and advice.

   C. Support Software Tools.

   (i) **Providing Premium Support Services.** In providing the Premium Support Services, Trend Micro may (1) request that You install certain Support Software Tools by downloading them from Trend Micro's website or via email and/or (2) request Your authorization to use the remote assist tool to enable Trend Micro to remotely access and take control of Your computer. The various support remote software and assist tools provided by Trend Micro are owned by Trend Micro or its third party licensors and suppliers and may be collectively referred to as the "Support Software Tools". The Support Software Tools will be used to analyze, diagnose, resolve more difficult problems and/or provide system optimization functions. You may use the Support Software Tools only as part of or for use with the Services and for no other purpose. By electing to receive support, You agree to allow Trend Micro to use whatever Support Software Tools as deemed necessary to address Your issue, including remote access. You understand that if remote access is used on Your personal computer, there will be no residual software from the remote session; however, there may be a report created and session may be recorded. You also understand that if You elect to install the Support Software Tool on Your computer, by downloading

the Support Software Tool, You agree to use the Support Software Tool in accordance with these Terms and Conditions.

(ii) **License to Support Software Tools**. Upon Your acceptance of these Terms and Conditions, Trend Micro grants You a non-exclusive, non-transferable, non-assignable right to install and use certain Support Software Tools until the earlier of either (a) the completion of the Premium Support Services for which use of the Support Software Tools are required, or (b) until such time as the Support Software Tools automatically deactivate and become non-operational. You may not (i) sublicense, rent, sell or lease any portion of the Support Software Tools or otherwise provide the Support Software Tools to a third party; (ii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Support Software Tools or create derivative works from the Support Software Tools; or (iii) use the Support Software Tools in any manner not authorized by this Agreement.

D. One-Time and Annual Subscription Premium Support Services. Subject to payment of applicable fees, and depending on the Premium Support Services purchased, Trend Micro will provide You with Premium Support Services either on a one-time basis or an annual subscription basis; annual subscription Premium Support Services end twelve (12) months after purchase or such other term as set forth on the purchase order or order confirmation. Please note that Premium Support Services provided on a one-time basis must be accessed within sixty (60) days of purchase of such Premium Support Services.

E. Description of Premium Support Services. Prior to purchase, it is Your responsibility to review the descriptions of, and select the type of, Premium Support Services to purchase. Some options will provide use of certain benefits on a one-time basis versus an annual basis while other options will provide benefits for only one PC or benefits for various devices or may require the purchase of a subscription license to certain Trend Micro Consumer Products. Only You can decide which of the Premium Support Services will best meet Your needs.

F. Premium Support Services Activation/Registration. The Premium Support Services are activated upon purchase. A valid serial number will be provided and will be required to receive the Premium Support Services. A valid email address is also required for renewal purposes and for delivery of any required legal notices.

5. **UPDATES.** The Software requires Updates to work effectively. "Updates" are new patterns, definitions or rules for the Software's security components and minor enhancements to the Software and accompanying documentation. Updates are only available for download and use during Your Subscription Term as defined in Section 7 below and are subject to the terms of Trend Micro's end user license agreement in effect on the date the Updates are available for download. Upon download, Updates become "Software" for the purposes of this Agreement. Updates may also require additional or different license terms that must be accepted before download. Updates will replace previously licensed parts of the Software, but will not increase the authorized number of Computers or registered users. Trend Micro will use reasonable efforts to provide notice of material changes to the Software or changes to the terms of this Agreement by emailing You at the address provided in Your registration and by posting them on Trend Micro's main website, www.trendmicro.com. It is Your responsibility to check the website to learn of these modifications. Changes to these terms, which may be made at Trend Micro's sole and exclusive discretion, will be effective upon acceptance of this Agreement (as described herein) for new subscriptions and effective for all existing users thirty (30) calendar days after the posting of the new terms on Trend Micro's website at www.trendmicro.com. You agree to be bound to the terms of the Agreement, as modified. If You do not agree to the modified terms You are not permitted to use the Software and must terminate Your subscription immediately; You will be entitled to a pro rata refund of the remaining unused subscription license fee.

6. **SOFTWARE ACTIVATION/REGISTRATION.** To receive Updates and other available "Subscription Services" set forth in Section 8, You must activate the Software and/or register with Trend Micro. These controls help ensure that the Software operates only on validly licensed Computers and that validly licensed end users receive applicable Subscription Services. Registration requires a valid product serial number and a valid email address for renewal and other legal notices.

7. **SUBSCRIPTION TERM.** *For paid subscription licenses:* The "Subscription Term" for paid subscription licenses to the Software starts on the date You receive the product serial number and ends 12, 24 or 36 months later, depending on the number of subscription months purchased. Note that secondary licenses expire on the same date as the primary license regardless of the date of activation of the secondary license. You must purchase a Software upgrade or renew the Subscription Term for Your product serial number for Your Software to continue to function or operate and to continue receiving applicable Subscription Services after the Subscription Term. Software upgrades and Subscription Term renewals may require additional or different license terms. *For trial use*: The "Subscription Term" for trial use starts on the date You receive the product serial number and ends on the earlier to occur of: (1) 30, 60 or 90 days later, depending on the stated or authorized trial period; or (2) the date You activate a paid subscription license to the Software.

8. SUBSCRIPTION SERVICES.

A. Updates. During the Subscription Term, registered and trial users are entitled to Updates for use with the Software on each licensed Computer.

B. Technical support. (a) During the Subscription Term, registered, validly licensed and trial users are entitled to email and/or web-based standard technical support during business hours but only in certain limited languages. *Important:* Toll or toll-free telephone support may be available for registered or validly licensed end users of certain products and in some countries only; for details, see www.trendmicro.com/support/consumer. (b) The terms of this Agreement, including but not limited to its provisions on limited liability, shall govern all technical support services provided to You in connection with Your subscription license, including the use or access to Trend Micro or other third party tools or solutions (the "Support Tools"). Such Support Tools and related services are provided to You royalty-free and "AS IS" without warranties of any kind. Trend Micro does not warrant that such Support Tools are secure or error free. You assume all risk arising out of use of these Support Tools. To the fullest extent permitted by applicable law, Trend Micro and its affiliates and suppliers disclaim and exclude all representations and warranties with respect to such Support Tools, either express, or implied by statute, common law or trade usage, including but not limited to warranties or conditions of title, non-infringement of third party rights, satisfactory quality, merchantability and fitness for a particular purpose.

9. OTHER SERVICES. During the Subscription Term, Trend Micro grants registered and trial users of certain Consumer Products the right to enable optional Services for use with the Software on each licensed Computer. These Services may screen and check content by making outside queries to Trend Micro servers, which may be located outside the country where the Software was purchased.

10. USE RESTRICTIONS. The Software and any other software or tools provided by Trend Micro are licensed not sold. Trend Micro and its suppliers own their respective title, copyright and the trade secret, patent rights and other intellectual property rights in the Software and their respective copyright in the documentation, and reserve all respective rights not expressly granted to You in this Agreement. You agree that You will not rent, loan, lease or sublicense the Software, use components of the Software separately, exploit the Software for any commercial purposes, or use the Software to provide services to others. You also agree not to attempt to reverse engineer, decompile, modify, translate, disassemble, discover the source code of, or create derivative works from, any part of the Software. You agree not to permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or other arrangement. You agree not to encourage conduct that would constitute a criminal offense or engage in any activity that otherwise interferes with the use and enjoyment of the Software by other or utilize the Software or service to track or monitor the location and activities of any individual without their express consent. You also agree not to authorize others to undertake any of these prohibited acts. You may only use the Software in the region for which the Software was authorized to be used or distributed by Trend Micro.

11. LIMITED LIABILITY.

A. SUBJECT TO SECTION 11(B) BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TREND MICRO OR ITS SUPPLIERS BE LIABLE TO YOU (i) FOR ANY LOSSES WHICH WERE NOT REASONABLY FORSEEABLE AT THE TIME OF ENTERING INTO THIS AGREEMENT OR (ii) FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND OR FOR LOST OR CORRUPTED DATA OR MEMORY, SYSTEM CRASH, DISK/SYSTEM DAMAGE, LOST PROFITS OR SAVINGS, OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, THE PREMIUM SUPPORT SERVICES OR SUBSCRIPTION SERVICES. THESE LIMITATIONS APPLY EVEN IF TREND MICRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY.

B. SECTION 11(A) DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF TREND MICRO OR ITS SUPPLIERS IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE.

C. SUBJECT TO SECTIONS 11(A) AND 11(B) ABOVE, IN NO EVENT WILL THE AGGREGATE LIABILITY OF TREND MICRO OR ITS SUPPLIERS FOR ANY CLAIM, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF

LIABILITY, EXCEED THE FEES FOR THE SOFTWARE, PREMIUM SUPPORT SERVICES AND SUBSCRIPTION SERVICE, AS APPLICABLE, PAID OR OWED BY YOU.

D. THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE BASED ON THE FACT THAT CUSTOMERS USE THEIR COMPUTERS FOR DIFFERENT HOME AND BUSINESS PURPOSES. THEREFORE, ONLY YOU CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO YOUR NEEDS IN THE EVENT AN ERROR IN THE SOFTWARE, THE PREMIUM SUPPORT SERVICES OR SERVICES CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE BUSINESS REASONS, YOU AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEES CHARGED FOR THE SOFTWARE, PREMIUM SUPPORT SERVICES AND SUBSCRIPTION SERVICES WOULD BE HIGHER.

12. LIMITED WARRANTY. Trend Micro warrants that (a) the Software will perform substantially in accordance with the accompanying documentation for 30 days from the date of purchase (b) it will make commercially reasonable efforts to fix or troubleshoot Your Computer and to carry out the Premium Support Services in a professional manner with reasonable skill and care. Trend Micro does not warrant that the Software and the Premium Support Services will meet Your requirements or that Your use of the Software or the Premium Support Services will be uninterrupted, error-free, timely or secure, that the results that may be obtained from Your use of the Software or the Premium Support Services will be accurate or reliable, that the Premium Support Services meet Your expectations; or that any errors or problems will be fixed or corrected. GIVEN THE NATURE AND VOLUME OF MALICIOUS AND UNWANTED ELECTRONIC CONTENT, TREND MICRO DOES NOT WARRANT THAT THE SOFTWARE, THE PREMIUM SUPPORT SERVICES OR UPDATES ARE COMPLETE OR ACCURATE OR THAT THEY DETECT, REMOVE OR CLEAN ALL, OR ONLY, MALICIOUS OR UNWANTED APPLICATIONS AND FILES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPORT SOTWARE TOOLS OR MATERIALS DOWNLOADED OR OBTAINED BY YOU PURSUANT TO THIS AGREEMENT ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND. SEE SECTION 15 FOR ADDITIONAL RIGHTS YOU MAY HAVE. THIS LIMITED WARRANTY IS VOID IF THE SOFTWARE OR PREMIUM SUPPORT SERVICES ERROR IS THE RESULT OF ACCIDENT, ABUSE, ALTERATION, OR MISUSE OF THE SOFTWARE, THE PREMIUM SUPPORT SERVICES OR PROBLEMS OR ERRORS RESULTING FROM THE USE OF THE SOFTWARE OR PREMIUM SUPPORT SERVICES WITH PROGRAMS THAT HAVE SIMILAR FUNCTIONS OR FEATURES OR ARE INCOMPATIBLE WITH THE SOFTWARE OR PREMIUM SUPPORT SERVICES. TREND MICRO WILL WARRANT REPLACEMENT SOFTWARE OR UPDATES FOR THE REMAINDER OF THE ORIGINAL LIMITED WARRANTY PERIOD. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS SECTION STATES TREND MICRO’S ENTIRE LIABILITY AND YOUR SOLE REMEDY FOR ANY ERRORS IN THE SOFTWARE.

For Australian Residents only: *To file a claim under this limited warranty, You must contact the Trend Micro support group representative for Your region. Contact numbers can be found at www.trendmicro.com/support/consumer. You may also contact the licensor in Australia, Trend Micro Australia Pty Ltd., via email at legalnotice@trendmicro.com or by mail at Suite 302, Level 3, 2-4 Lyon Park Road, North Ryde, New South Wales, 2113, Australia. Neither Trend Micro nor Trend Micro Australia Pty Ltd shall be responsible for any costs You incur in making a claim under this section. The benefits of this warranty are in addition to any other rights and remedies in relation to the Software or Premium Support Services You may be entitled to under Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

13. REMEDIES. If the Software or the Premium Support Services do not conform to the limited warranty in Section 12 above (“Limited Warranty”), Trend Micro, at its sole option, will (a) correct the error with an Update, as applicable; (b) help You workaround the error; (c) re-perform the Premium Support Services; or (d) refund the cost of the Software or any unused prepaid subscription fees for the Premium Support Services after the date of breach of the Limited Warranty provided You notify Trend Micro of Your claim under the Limited Warranty during the warranty period. ***For Australian Residents only:*** *if the Software or the Premium Support Services do not conform to the Limited Warranty and the failure is not a major failure under the Australian Consumer Law, Trend Micro will (a) correct the error with an Update, as applicable; (b) help You workaround the error; (c) re-perform the Premium Support Services; or (d) refund the cost of the Software or the unused prepaid subscription fees for the Premium Support Services.*

14. NO OTHER WARRANTIES OR REMEDIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 12, THE TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, (EXPRESS OR IMPLIED), CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ANY IMPLIED WARRANTIES RELATING TO THE SOFTWARE OR PREMIUM SUPPORT SERVICES WHICH CANNOT BE DISCLAIMED SHALL BE LIMITED TO 30 DAYS (OR THE MINIMUM LEGAL REQUIREMENT) FROM THE DATE YOU ACQUIRE THE SOFTWARE OR THE PREMIUM SUPPORT SERVICES.

15. **CONSUMER AND DATA PROTECTION**. SOME COUNTRIES, STATES AND PROVINCES, INCLUDING MEMBER STATES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSION OR LIMITATION OF LIABILITIES AND DISCLAIMERS OF WARRANTIES (SECTIONS 11 AND 12) MAY NOT FULLY APPLY TO YOU. YOU MAY HAVE ADDITIONAL RIGHTS AND REMEDIES. SUCH POSSIBLE RIGHTS OR REMEDIES, IF ANY, SHALL NOT BE AFFECTED BY THIS AGREEMENT.

16. **DATA PROTECTION REGULATIONS.** The use of the Software may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for determining how and if You need to comply with those laws or regulations. Trend Micro processes personal or other data received from You in the context of providing or supporting products or services only as a data processor on Your behalf as required to provide services to You or to perform obligations. Such data may be transferred to servers of Trend Micro and its suppliers outside Your jurisdiction (including outside the European Union).

17. **FOR LICENSE USERS OF TREND MICRO ONLINE GUARDIAN.** It is Your responsibility to notify all individuals whose activities will be monitored of the capabilities and functionality of Trend Micro Online Guardian, including but not limited to the following: (a) use of the Internet and email or other such communications may be recorded and reported, (b) use of certain social network sites may be recorded and reported; and (c) personal data is automatically collected during the course of the operation of Trend Micro Online Guardian and that such data may be transferred and processed outside the European Union, which may not ensure an adequate level of protection. In the event of any breach of the representations and warranties in this Section, Trend Micro may with prior notice and without prejudice to its other rights, suspend the performance of Trend Micro Online Guardian until You can show to Trend Micro's satisfaction that any such breach has been cured.

18. **CONSENT TO ELECTRONIC COMMUNICATIONS**. Trend Micro may be required to send You legal notices and other communications about the Software, the Premium Support Services and Subscription Services or our use of the information You provide us ("Communications"). Trend Micro will send Communications via in-product notices or via email to Your registered email address, or will post Communications on its Sites. By accepting this Agreement, You consent to receive all Communications through these electronic means only and acknowledge and demonstrate that You can access Communications on Sites. If You are a secondary user (see Section 23 below), You also consent to receiving all Communications through the primary user.

19. **CONFIDENTIALITY.** You acknowledge that product serial numbers have potential value to others. Therefore, You agree to treat them as confidential, to use them only to register Your Software or Premium Support Services in compliance with this Agreement and not to disclose or otherwise make them available to any other person except as authorized in Sections 22 and 23 below.

20. **BACK-UP**. For as long as You use the Software or the Premium Support Services, You agree regularly to back-up Your Computer programs and files ("Data") on a separate media. You acknowledge that the failure to do so may cause You to lose Data in the event that any error in the Software or the Premium Support Services causes Computer problems, and that Trend Micro is not responsible for any such Data loss.

21. **AUDIT.** *For Entity licenses only*: Upon reasonable notice and during regular business hours, Trend Micro shall have the right to audit Your use of the Software or Premium Support Services to verify compliance with this Agreement. If the audit reveals unlicensed Computers, You or the entity You represent agree to pay Trend Micro fees for unlicensed Computers or unlicensed use of the Premium Support Services at then current rates within fifteen (15) days of notice.
22. **PRIMARY USER.** *For Household licenses only*: If You register first, You are the primary user and are responsible for all use of the Software under the product license. You control the confidentiality and use of the product serial number and have the right to share it only with other end users in Your household. You will serve as contact for legal and other notices and are responsible for giving Trend Micro an accurate and current email address for such purposes. You are also responsible for sharing Communications (defined in Section 18 above) with secondary users.

23. **SECONDARY USERS.** *For Household licenses only*: If You were not the first user to register, then You are a secondary user and the primary user has control over Your use of the Software and the Subscription Term. The primary user will receive all legal and other Communications (defined in Section 18 above) on Your behalf. As a secondary user, You are authorized to use the product serial number to install the product. As a secondary user, all sections of this Agreement, except for Sections 3 and 22, apply to You.

24. **SUSPENSION OR TERMINATION**. Trend Micro may terminate Your rights under this Agreement and Your access to the Software or the Premium Support Services immediately and without notice if You fail to comply with any material term or condition of this Agreement or no longer consent to electronic Communications. Trend Micro also reserves the right to refuse or suspend the Premium Support Services in its sole discretion. You have the right to appeal any such termination by contacting Your local Trend Micro office which will provide You with the details of the appeals process. Upon such termination, You agree to destroy all copies of the Software. You may terminate this Agreement at any point by destroying all copies of the Software. Sections 1 through 5 and 10 through 30 survive any termination of the Agreement.

25. **FORCE MAJEURE.** Trend Micro will not be liable for any alleged or actual loss or damages resulting from delays or failures in performance caused by Your acts, acts of civil or military authority, governmental priorities, earthquake, fire, flood, epidemic, quarantine, energy crisis, strike, labor trouble, war, riot, terrorism, accident, shortage, delay in transportation, or any other cause beyond its reasonable control. Trend Micro shall resume the performance of its obligations as soon as reasonably possible.

26. **EXPORT CONTROL**. The Software is subject to export controls under the U.S. Export Administration Regulations. Therefore, the Software may not be exported or re-exported to entities within, or residents or citizens of, embargoed countries or countries subject to applicable trade sanctions, nor to prohibited or denied persons or entities without proper government licenses. Information about such restrictions can be found at the following websites: www.treas.gov/offices/enforcement/ofac/ and www.bis.doc.gov/complianceandenforcement/liststocheck.htm. As of the Date above, countries embargoed by the U.S. include Cuba, Iran, North Korea, Sudan (North) and Syria. You are responsible for any violation of the U.S. export control laws related to the Software. By accepting this Agreement, You confirm that You are not a resident or citizen of any country currently embargoed by the U.S. and that You are not otherwise prohibited from receiving the Software.

27. **BINDING ARBITRATION AND CLASS ACTION WAIVER FOR U.S. RESIDENTS**

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION AFFECTS YOUR LEGAL RIGHTS CONCERNING ANY DISPUTES BETWEEN YOU AND TREND MICRO. FOR PURPOSES OF THIS SECTION, “TREND MICRO” MEANS TREND MICRO INCORPORATED AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS.

A. DISPUTE. As used in this Agreement, “Dispute” means any dispute, claim, demand, action, proceeding or other controversy between You and Trend Micro concerning the Software and/or Premium Support Services and Your or Trend Micro’s obligations and performance under this Agreement or with respect to the Software or Premium Support Services, whether based in contact, warranty, tort (including any limitation, fraud, misrepresentation, fraudulent inducement, concealment, omission, negligence, conversion, trespass, strict liability and product liability), statue (including, without limitation, consumer protection and unfair competition statutes), regulation, ordinance, or any other legal or equitable basis or theory. "Dispute" will be given the broadest possible meaning allowable under law.

B. INFORMAL NEGOTIATION. You and Trend Micro agree to attempt in good faith to resolve any Dispute before commencing arbitration. Unless You and Trend Micro otherwise agree in writing, the time for informal negotiation will be 60 days from the date on which You or Trend Micro mails a notice of the Dispute ("Notice of Dispute") as specified in Section 27C (Notice of Dispute). You and Trend Micro agree that neither will commence arbitration before the end of the time for informal negotiation.

C. NOTICE OF DISPUTE. If You give a Notice of Dispute to Trend Micro, You must send by U.S. Mail to Trend Micro Incorporated, ATTN: Arbitration Notice, Legal Department, 10101 N. De Anza Blvd, Cupertino, CA 95014, a written statement setting forth (a) Your name, address, and contact information, (b) Your Software or Premium Support Services serial number, if You have one, (c) the facts giving rise to the Dispute, and (d) the relief You seek. If Trend Micro gives a Notice of Dispute to You, we will send by U.S. Mail to Your billing address if we have it, or otherwise to Your e-mail address, a written statement setting forth (a) Trend Micro’s contact information for purposes of efforts to resolve the Dispute, (b) the facts giving rise to the Dispute, and (c) the

relief Trend Micro seeks.

D. BINDING ARBITRATION. YOU AND TREND MICRO AGREE THAT IF YOU AND TREND MICRO DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION AS SET FORTH ABOVE, ANY EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION IN ACCORDANCE WITH THE ARBITRATION PROCEDURES SET FORTH BELOW. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. INSTEAD, YOU UNDERSTAND AND AGREE THAT ALL DISPUTES WILL BE RESOLVED BEFORE A NEUTRAL ARBITRATOR, WHOSE DECISION WILL BE BINDING AND FINAL, EXCEPT FOR A LIMITED RIGHT OF APPEAL UNDER THE FEDERAL ARBITRATION ACT. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATOR'S AWARD. THE ONLY DISPUTES NOT COVERED BY THE AGREEMENT TO NEGOTIATE INFORMALLY AND ARBITRATE ARE DISPUTES ENFORCING, PROTECTING, OR CONCERNING THE VALIDITY OF ANY OF YOUR OR TREND MICRO'S (OR ANY OF YOUR OR TREND MICRO'S LICENSORS) INTELLECTUAL PROPERTY RIGHTS.

E. SMALL CLAIMS COURT. Notwithstanding the above, You have the right to litigate any Dispute in small claims court, if all requirements of the small claims court, including any limitations on jurisdiction and the amount at issue in the Dispute, are satisfied. Notwithstanding anything to the contrary herein, You agree to bring a Dispute in small claims court only in Your county of residence or Santa Clara County, California.

F. CLASS ACTION WAIVER. TO THE EXTENT ALLOWED BY LAW, YOU AND TREND MICRO AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE, WHETHER IN ARBITRATION, IN COURT, OR OTHERWISE, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR TREND MICRO WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR TREND MICRO ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND TREND MICRO FURTHER AGREE THAT NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, TREND MICRO, AND ALL PARTIES TO ANY SUCH ARBITRATION OR PROECCEDING.

G. ARBITRATION PROCEDURE. The arbitration of any Dispute will be conducted by and according to the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Information about the AAA, and how to commence arbitration before it, is available at www.adr.org. If You are an individual consumer and use the Software ore Premium Support Services for personal or household use, or if the value of the Dispute is $75,000 or less, the Supplementary Procedures for Consumer-Related Disputes of the AAA will also apply. If the AAA rules or procedures conflict with the provisions of this Agreement, the provisions of this Agreement will govern. You may request a telephonic or in-person hearing by following the AAA rules and procedures. Where the value of a Dispute is $10,000 or less, any hearing will be through a telephonic hearing unless the arbitrator finds good cause to hold an in-person hearing. The arbitrator has the power to make any award of damages to the individual party asserting a claim that would be available to a court of law. The arbitrator may award declaratory or injunctive relief only in favor of the individual party asserting a claim, and only to the extent required to provide relief on that party's individual claim.

H. ARBITRATION LOCATION. You agree to commence arbitration only in Your county of residence or in Santa Clara County, California. Trend Micro agrees to commence arbitration only in Your county of residence.

I. COSTS AND ATTORNEY'S FEES. In a dispute involving $75,000 or less, Trend Micro will reimburse for payment of Your filing fees, and pay the AAA administrative fees and the arbitrator's fees and expenses, incurred in any arbitration You commence against Trend Micro unless the arbitrator finds it frivolous or brought for an improper purpose. Trend Micro will pay all filing and AAA administrative fees, and the arbitrator's fees and expenses, incurred in any arbitration Trend Micro commences against You. If a Dispute involving $75,000 or less proceeds to an award at the arbitration after You reject the last written settlement offer Trend Micro made before the arbitrator was appointed ("Trend Micro's Last Written Offer"), and the arbitrator makes an award in Your favor greater than Trend Micro's Last Written Offer, Trend Micro will pay You the greater of the award or $1,000, plus twice Your reasonable attorney's fees, if any, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration, as determined by the arbitrator or agreed to by You and Trend Micro. In any arbitration You commence, Trend Micro will seek its AAA administrative fees or arbitrator's fees and expenses, or Your filing

fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. Trend Micro will not seek its attorney's fees or expenses from You. In a Dispute involving more than $75,000, the AAA rules will govern payment of filing and AAA administrative fees and arbitrator's fees and expenses. Fees and expenses are not counted in determining how much a Dispute involves.

J. IF CLASS ACTION WAIVER ILLEGAL OR UNENFORCEABLE. If the class action waiver (which includes a waiver of private attorney-general actions) in Section 27F (class action waiver) is found to be illegal or unenforceable as to all or some parts of a Dispute, whether by judicial, legislative, or other action, then the remaining paragraphs in Section 27 will not apply to those parts. Instead, those parts of the Dispute will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. The definition of "Dispute" in this section will still apply to this Agreement. You and Trend Micro irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Santa Clara County, California, USA, for all proceedings in court under this paragraph.

K. YOUR RIGHT TO REJECT CHANGES TO ARBITRATION AGREEMENT. Notwithstanding anything to the contrary in this Agreement, Trend Micro agrees that if it makes any change to Section 27 (other than a change to the notice address) while You are authorized to use the Software or Premium Support Services, You may reject the change by sending us written notice within 30 days of the change by U.S. Mail to the address in Section 27C. By rejecting the change, You agree that You will informally negotiate and arbitrate any Dispute between us in accordance with the most recent version of Section 27 before the change You rejected.

L. SEVERABILITY. If any provision of Section 27 and its subsections, other than Section 27F (class action waiver), is found to be illegal or unenforceable, that provision will be severed from Section 27, but the remainder paragraphs of Section 27 will remain in full force and effect. Section 27J says what happens if Section 27F (class action waiver) is found to be illegal or unenforceable.

28. GENERAL. This Agreement and specifications regarding number of Computers and Subscription Term constitute the entire agreement between You and Trend Micro. Unless the Software and/or the Premium Support Services are subject to an existing, written contract signed by Trend Micro, this Agreement supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this Agreement. In the event that any provision of this Agreement is found invalid, that finding will not affect the validity of the remaining parts of this Agreement. Trend Micro may assign or subcontract some or all of its obligations under this Agreement to qualified third parties or its affiliates and/or subsidiaries, provided that no such assignment or subcontract shall relieve Trend Micro of its obligations under this Agreement.

29. GOVERNING LAW/TREND MICRO LICENSING ENTITY.

North America: If You are located in the United States or Canada, the Licensor is: Trend Micro Incorporated, 10101 N. De Anza Blvd., Cupertino, CA 95014. Fax: (408) 257-2003 and this Agreement is governed by the laws of the State of California, USA.

Latin America: If You are located in Spanish Latin America (other than in any countries embargoed by the U.S.), the Licensor is: Trend Micro Latinoamérica, S. A. de C. V., Insurgentes Sur No. 813, Piso 11, Col. Nápoles, 03810 México, D. F. Tel: 3067-6000 and this Agreement is governed by the laws of Mexico. If You are located in Brazil, the Licensor is Trend Micro do Brasil, LTDA, Rua Joaquim Floriano, 1.120 – 2º andar, CEP 04534-004, São Paulo/Capital, Brazil and this Agreement is governed by the laws of Brazil.

Europe, Middle East and Africa (other than countries embargoed by the U.S): If You are located in the United Kingdom, this Agreement is governed by the laws of England and Wales. If You are located in Austria, Germany or Switzerland, this Agreement is governed by the laws of the Federal Republic of Germany. If You are located in France, this Agreement is governed by the laws of France. If You are located in Italy, this Agreement is governed by the laws of Italy. If You are located in Europe, the Licensor is: Trend Micro EMEA Limited, a company incorporated in Ireland under number 364963 and having its registered office at IDA Business and Technology Park, Model Farm Road, Cork, Ireland. Fax: +353-21 730 7 ext. 373.

If You are located in Africa or the Middle East (other than in those countries embargoed by the U.S.), or Europe (other than Austria, France, Germany, Italy, Switzerland or the U.K.), the Licensor is: Trend Micro EMEA Limited, a company incorporated in Ireland under number 364963 and having its registered office at IDA Business and Technology Park, Model Farm Road, Cork, Ireland. Fax: +353-21 730 7 ext. 373 and this Agreement is governed by the laws of the Republic of Ireland.

Asia Pacific (other than Japan or countries embargoed by the U.S): If You are located in Australia or New Zealand, the Licensor is: Trend Micro Australia Pty Limited, Suite 302, Level 3, 2-4 Lyon Park Road, North Ryde, New South Wales, 2113, Australia, Fax: +612 9887 2511 or Tel: +612 9870 4888 and this Agreement is governed by the laws of New South Wales, Australia.

If You are located in Hong Kong, India, Indonesia, Malaysia, the Philippines, Singapore, Thailand or Vietnam, the Licensor is: Trend Taiwan Incorporated, 8F, No.198, Tun-Hwa S. Road, Sec. 2, Taipei 106, Taiwan. If You are located in Hong Kong, this Agreement is governed by the laws of Hong Kong. If You are located in India, this Agreement is governed by the laws of India. If You are located in Indonesia, Malaysia, the Philippines, or Singapore, this Agreement is governed by the laws of Singapore. If You are located in Thailand, this Agreement is governed by the laws of Thailand. If You are located in Vietnam, this Agreement is governed by the laws of Viet Nam.

Japan: If You are located in Japan, the licensor is Trend Micro Incorporated, Shinjuku MAYNDS Tower, 1-1 Yoyogi 2-Chome, Shibuya-ku, Tokyo 151-0053, Japan and this agreement is governed by laws of Japan.

The United Nations Convention on Contracts for the International Sale of Goods and the conflict of laws provisions of Your state or country of residence do not apply to this Agreement under the laws of any country.

30. GOVERNMENT LICENSEES. If the entity on whose behalf You are acquiring the Software is any unit or agency of the United States Government, then that Government entity acknowledges that the Software, (i) was developed at private expense, (ii) is commercial in nature, (iii) is not in the public domain, and (iv) is "Restricted Computer Software" as that term is defined in Clause 52.227 19 of the Federal Acquisition Regulations (FAR) and is "Commercial Computer Software" as that term is defined in Subpart 227.471 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS). The Government agrees that (i) if the Software is supplied to the Department of Defense (DoD), the Software is classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the Software and its documentation as that term is defined in Clause 252.227 7013(c)(1) of the DFARS, and (ii) if the Software is supplied to any unit or agency of the United States Government other than DoD, the Government's rights in the Software and its documentation will be as defined in Clause 52.227 19(c)(2) of the FAR.

31. QUESTIONS. If You have a question about the Software and/or Premium Support Services, visit: www.trendmicro.com/support/consumer. Direct all questions about this Agreement to: legalnotice@trendmicro.com.

THE SOFTWARE IS PROTECTED BY INTELLECTUAL PROPERTY LAWS AND INTERNATIONAL TREATY PROVISIONS. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

PRIVACY AND SECURITY STATEMENT REGARDING FORWARDED DATA

By using the Software, Support Software Tools or other tools or software provided by Trend Micro, You will cause certain information ("Forwarded Data") to be sent to Trend Micro-owned or -controlled servers for security scanning and other purposes as described in this paragraph. In addition to product registration information, Trend Micro may receive Forwarded Data from You and Your Computer on which the Software is installed (such as IP or MAC address, location, content, device ID or name, etc) to enable Trend Micro to provide the Subscription Services, the Premium Support Services, functionality of the Software and related support services (such as content synchronization, status relating to installation and operation of the Software, device tracking and service improvements, etc). This information may include information on potential security risks as well as URLs of websites visited that the Software or Support Software Tools deem potentially fraudulent, executable files or content that are identified as potential malware. Other Forwarded Data may contain email messages identified as spam, information You sent to us, and other general statistical information used for product analysis and for improving product functionality. Some of this information may contain personally identifiable information and include sensitive data stored in files on Your Computer. This information is necessary to enable Trend Micro to detect malicious behavior, potentially fraudulent websites and other Internet security risks, to improve its products and services, for the functionality of the Software and to provide You with the latest threat protection and features and the Premium Support Services You subscribed to. Consequently, You cannot opt out of sending Forwarded Data, except by uninstalling or disabling the Software or not using the Support Software Tools. All such information shall be maintained in accordance with Trend Micro's Privacy Policy which can be found at www.trendmicro.com. You agree that the Trend Micro Privacy Policy as may be amended from time to time shall be applicable to You. By using the Software and the Premium Support Services and corresponding service and accepting the terms of this Agreement, You understand and agree that Trend Micro and its suppliers may (i) receive, collect, use, process, and store uploaded information which may include personally-identifiable information or sensitive data to improve its products and services; (ii) share data that has been identified as malicious or unwanted content with worldwide affiliates and security partners; and (iii) share, use, transmit and disclose uploaded information for analysis or reporting purposes. Trend Micro reserves the title, ownership and all rights and interests to any intellectual property or work product resulting from its use and analysis of such information.