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

NOTE: SECTIONS 3 AND 20 DISCLAIM ANY WARRANTY OBLIGATIONS. SECTIONS 13 THROUGH 16 SET FORTH IMPORTANT RESTRICTIONS ON THE USE OF THE TREND MICRO PRODUCTS/SERVICES. SECTION 22 OF THIS AGREEMENT LIMITS TREND MICRO’S LIABILITY. BE SURE TO READ THESE SECTIONS CAREFULLY BEFORE ACCEPTING THE AGREEMENT.

1. APPLICABLE AGREEMENT AND TERMS. When installing or using the Trend Micro Products/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 Trend Micro Products/Services. All rights in this Agreement are subject to your acceptance of this Agreement. Paid Subscription licenses: If you have purchased a subscription license to the Trend Micro Products/Services, Sections 1, 2 and 4 through 34 of this Agreement apply to you. Trial Subscription license: If you have not purchased a license to the Trend Micro Products/Services and are installing the Trend Micro Products/Services for trial or evaluation purposes, you are a "trial user" and Sections 1 and 3A through 34 of this Agreement apply to you.

2. PAID USE SUBSCRIPTION LICENSE. Subject to these terms and conditions during your Subscription Term, for each subscription license purchased, Trend Micro grants you a non-exclusive, non-transferable, revocable, non-assignable right to download and install the Trend Micro Products/Services software (a) for consumer version of the product, on up to three (3) personal or handheld computers (each a "Computer") for use by and for all end users in the same household to access the Trend Micro Products/Services but not to exceed the storage capacity limit purchased, and (b) for the business versions, on no more than the maximum number of Users for which license fees have been paid and not to exceed the storage capacity limit purchased as specified on your invoice, receipt, order confirmation, or other purchase documentation. The Trend Micro Products/Services software may only be installed on one operating system per Computer. Trend Micro may terminate or suspend your subscription to the Trend Micro Products/Services if you are using the consumer version of the Trend Micro Products/Services for business or network purposes or to backup server data. In such event, this Agreement will automatically terminate. "Users" are your employees or independent consultants who use, or have access to, a Computer (including a shared Computer) or other device to perform work for you, which Computer or device is connected directly or indirectly to the server(s) or other systems on which the Trend Micro Products/Services software is installed or who benefit from the use of the Trend Micro Products/Services Software or is the person who actually uses any portion of the Trend Micro Products/Services Software.
3. **(A) TRIAL USE SUBSCRIPTION LICENSE.** If you are a trial user, Trend Micro grants you the right to use Trend Micro Products/Services during your Subscription Term as defined in Section 9 below. At the end of your Subscription Term, this Agreement expires automatically. You may purchase a paid license to Trend Micro Products/Services by selecting the Buy Now option in Trend Micro Products/Services or by contacting an authorized Trend Micro reseller listed on one or more of its sponsored websites, such as www.trendmicro.com (“Sites”). If you do not purchase a license, you agree to destroy all copies of the Trend Micro Products/Services software within fifteen (15) days of the expiration of your Subscription Term. You acknowledge and agree that Trend Micro’s policy is to automatically delete all of your data upon termination or expiration of your Subscription Term and that it is solely your responsibility to seek another source for your needs. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TREND MICRO PRODUCTS/SERVICES AND RELATED DOCUMENTATION USED FOR TRIAL PURPOSES ARE PROVIDED “AS IS” WITHOUT PERFORMANCE PROMISES (“WARRANTIES”) OF ANY KIND.

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4. **UPDATES.** The Trend Micro Products/Services software may require Updates to work effectively. “Updates” may include new features, bug fixes or the removal of features to the Trend Micro Products/Services software and accompanying documentation. Updates are only available for download and use during your Subscription Term as defined in Section 9 below. Upon download, Updates become “Trend Micro Products/Services” for the purposes of this Agreement. Updates will replace previously licensed parts of the Trend Micro Products/Services software, but will not increase the authorized number of Computers or registered users. Updates may require additional or different license terms that must be accepted before download. Updates will replace previously licensed parts of the Trend Micro Products/Services software. These Updates made available to you will be subject to the terms of this Agreement. Trend Micro will use reasonable efforts to provide notice of material changes to the Trend Micro Products/Services 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 Trend Micro Products/Services and must terminate your subscription immediately.

5. **FEEDBACK.** You may provide feedback to Trend Micro with respect to the Trend Micro Products/Services. Trend Micro may use feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the feedback, you hereby grant Trend Micro an irrevocable, non-exclusive, perpetual, royalty free license to use the feedback in connection with Trend Micro’s business, including enhancement of the Trend Micro Products/Services.
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22. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TREND MICRO OR ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COST TO PROCURE SUBSTITUTE PRODUCTS/SERVICES OR DATA, OR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY, OR ANY OTHER DAMAGES, INCLUDING DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOST REVENUES, ARISING OUT OF YOUR USE OR INABILITY TO USE THE TREND MICRO PRODUCTS/SERVICES OR YOUR USE OF DATA OR FILES STORED THEREIN FOR ANY REASON INCLUDING BUT NOT LIMITED TO MAINTENANCE OR DOWNTIME, EVEN IF TREND MICRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE)). IN ANY CASE AND WITHOUT LIMITING THE FOREGOING, THE ENTIRE LIABILITY OF TREND MICRO AND ITS AFFILIATES, SUPPLIERS AND LICENSORS FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) SHALL BE LIMITED TO THE LICENSE FEES PAID BY YOU TO TREND MICRO IN THE TWELVE (12) CALENDAR MONTHS PRIOR TO THE DAMAGES ARISING. IF THE TREND MICRO PRODUCTS/SERVICES ARE PROVIDED TO YOU WITHOUT CHARGE, THEN TREND MICRO SHALL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING TERMS SET A LIMIT ON THE AMOUNT OF DAMAGES PAYABLE AND ARE NOT INTENDED TO ESTABLISH LIQUIDATED DAMAGES.YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT SUCH LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THIS AGREEMENT AND IS AN ESSENTIAL FACTOR IN ESTABLISHING THE PRICE OF THE TREND MICRO PRODUCTS/SERVICES AND YOU ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THESE LIMITATIONS, THE FEES CHARGED FOR THE TREND MICRO PRODUCTS/SERVICES WOULD BE HIGHER OR IN THE CASE OF THE TRIAL SUBSCRIPTION, TREND MICRO WOULD NOT BE ABLE TO OFFER YOU THE RIGHT TO EVALUATE THE SERVICE AT NO CHARGE. YOU AGREE THAT NO CLAIM SHALL BE BROUGHT UNLESS YOU HAVE NOTIFIED TREND MICRO WITHIN ONE MONTH OF SUCH CLAIM ARISING. THIS SECTION 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.

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25. BACK-UP. For as long as you use the Trend Micro Products/Services, you agree regularly to back-up your data, programs and files on a separate media. You acknowledge that the failure to do so may cause you to lose data, programs and files in the event that any error in the Trend Micro Products/Services causes problems and that Trend Micro is not responsible for any such loss of data.

26. 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 Trend Micro Products/Services to verify compliance with this Agreement. If the audit reveals unlicensed Computers, you or the entity you represent agree to pay the applicable subscription fees for unlicensed Computers at then current rates within fifteen (15) days of notice. If the fees payable for unlicensed use exceed five percent (5%) of fees actually paid for the audited time period, you agree to reimburse Trend Micro for the costs and expenses of the audit.

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28. TERMINATION. Trend Micro may terminate or suspend your rights under this Agreement immediately and without notice upon the earlier of the following: (a) non-renewal, cancellation or expiration of the Subscription Term or your failure to pay the applicable fees when due, (b) Trend Micro’s discontinuance of the Trend Micro Products/Services, (c) failure to comply with any material term or condition of this Agreement, (d) you are using the Trend Micro Products/Services in a manner not intended or in violation of law, or (e) you no longer consent to electronic Communications. If any third party makes an intellectual property infringement claim relating to the Trend Micro Products/Services, Trend Micro reserves the right to immediately terminate your subscription to the affected Trend Micro Products/Services. 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 Trend Micro Products/Services software. You may terminate this Agreement at any point by destroying all copies of the Trend Micro Products/Services software and closing your account. Sections 1 through 4, 16 and 20 through 33 survive any termination of the Agreement.

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Europe, Middle East and Africa: 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.

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Asia Pacific (other than Japan): 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 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 or Thailand, the Licensor is: Trend Taiwan Incorporated, 8F, No.198, Tun-Hwa S. Road, Sec. 2, Taipei 106, Taiwan, Republic of China. 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, Singapore, or Thailand, this Agreement is governed by the laws of Singapore.

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.

33. GOVERNMENT LICENSEEES. If the entity on whose behalf you are acquiring the Trend Micro Products/Services software is any unit or agency of the United States Government, then that Government entity acknowledges that the Trend Micro Products/Services software (i) was developed at private expense, (ii) is commercial in nature, (iii) is not 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: http://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 and Syria. You are responsible for any violation of the U.S. export control laws related to the Trend Micro Products/Services 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 Trend Micro Products/Services software.
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 Trend Micro Products/Services software is supplied to the Department of Defense (DoD), the Trend Micro Products/Services software is classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the Trend Micro Products/Services software and its documentation as that term is defined in Clause 252.227 7013(c)(1) of the DFARS, and (ii) if the Trend Micro Products/Services software is supplied to any unit or agency of the United States Government other than DoD, the Government's rights in the Trend Micro Products/Services software and its documentation will be as defined in Clause 52.227 19(c)(2) of the FAR.

34. QUESTIONS. If you have a question about the Trend Micro Products/Services, visit: www.trendmicro.com. Direct all questions about this Agreement to: legalnotice@trendmicro.com.

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