

TREND MICRO END USER AGREEMENT

Software/Service: Trend Micro Tools and Services

Version: English/Multi-country

Date: September 2013

Important: The following Agreement sets forth the terms and conditions under which Trend Micro is willing to allow you, an individual or an authorized representative of an entity, to access and use the Software and/or online Software and Service. Read it carefully before deciding whether you accept or do not accept its terms.

BY SELECTING THE "I ACCEPT AGREEMENT", "I ACCEPT THE TERMS OF THE LICENSE AGREEMENT" OR OTHER SIMILAR BUTTON OR BOX BELOW, YOU ARE EXPRESSING YOUR INTENT TO ENTER INTO, AND ARE ENTERING INTO, A BINDING LEGAL CONTRACT ("AGREEMENT") BETWEEN YOU AND TREND MICRO INCORPORATED OR ONE OF ITS AFFILIATES ("TREND MICRO"). THE TERMS AND CONDITIONS OF THE AGREEMENT THEN APPLY TO YOUR USE OF THE SOFTWARE AND/OR SERVICE. WE ENCOURAGE YOU TO PRINT A COPY OF THE AGREEMENT FOR YOUR RECORDS OR SAVE A COPY TO YOUR COMPUTER'S HARD DRIVE.

YOU MUST ACCEPT THIS AGREEMENT BEFORE YOU DOWNLOAD THE SOFTWARE AND/OR ACCESS AND USE THE SERVICE. 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 USING THE SOFTWARE AND/OR SERVICE 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 OR THE ENTITY YOU REPRESENT DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, SELECT "I DO NOT ACCEPT THE AGREEMENT" OR "I DO NOT ACCEPT THE TERMS OF THE LICENSE AGREEMENT" OR OTHER SIMILAR BUTTON. THEN NO AGREEMENT WILL BE FORMED AND YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SOFTWARE AND/OR SERVICE.

- 1. LICENSE GRANT.** Subject to your acceptance of this Agreement, Trend Micro grants you the non-exclusive, non-transferable and non-sublicensable right to download and install the Software and/or to access and use the Service. Trend Micro reserves the right to enhance, modify, or discontinue the Software and/or Service or to impose new or different conditions on their use at any time without notice.
- 2. USE RESTRICTIONS.** The Software and/or Service are licensed not sold. Trend Micro owns the title and intellectual property rights to the Software, Service and related documentation, and reserves all rights not expressly granted to you in this Agreement. You agree that you will not rent, loan, lease or otherwise make commercial use of the Software and/or Service or use them to provide services to others. You 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 and/or Service or authorize others to undertake any of these acts.
- 3. BACK-UP AND ACKNOWLEDGEMENT.** For as long as you use the Software and/or Service, 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 and/or Service causes Computer

problems, and that Trend Micro is not responsible for any such Data loss. You agree that you are responsible for deciding if and how you use the Software and/or Service.

- 4. INFORMATION COLLECTION.** Trend Micro may process and store certain information about your network and equipment to provide support services. To improve its products, Trend Micro may also upload information periodically from installed Software about product usage, detected malware or potentially unwanted files and use service traffic to improve its data bases and develop or improve its services as effectively as possible. Trend Micro products are not designed to capture or retain any personal or private information. In the event you provide Trend Micro with personally-identifiable information, 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 Trend Micro may (i) use uploaded data from installed Software to improve products and services; (ii) share data that has been identified as malicious or unwanted content with worldwide affiliates and security partners; and (iii) use and disclose uploaded data for analysis or reporting purposes only if any such use, sharing or disclosure does not identify you or include any information that can be used to identify any individual person. 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.
- 5. NO WARRANTY.** THE SOFTWARE AND SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. TREND MICRO DOES NOT WARRANT THAT THE SOFTWARE OR SERVICE ARE SECURE OR ERROR FREE. 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 THE SOFTWARE AND SERVICE, EITHER EXPRESS, OR IMPLIED BY STATUTE, COMMON LAW OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.**

(A) TREND MICRO DOES NOT SEEK TO LIMIT OR EXCLUDE ITS LIABILITY 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.

(B) SUBJECT TO SECTION (A) ABOVE, IN NO EVENT SHALL TREND MICRO BE LIABLE TO YOU FOR ANY LOSSES WHICH WERE NOT REASONABLY FORSEEABLE AT THE TIME OF ENTERING INTO THIS AGREEMENT OR 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 AND SERVICE. 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. IN NO CIRCUMSTANCES SHALL THE MAXIMUM LIABILITY OF TREND MICRO, ITS AFFILIATES AND SUPPLIERS TO YOU ARISING FROM OR RELATING TO THIS AGREEMENT

EXCEED THE LICENCE FEE, IF ANY, PAID BY YOU FOR USE OF THE SOFTWARE AND SERVICE. YOU AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION 6 AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, TREND MICRO WOULD NOT BE ABLE TO OFFER YOU THE RIGHT TO USE THE SOFTWARE AND SERVICES AT NO CHARGE.

- 7. CONSUMER PROTECTION AND PRIVACY.** YOU HEREBY GIVE YOUR CONSENT TO TREND MICRO TO PROCESS PERSONAL DATA PROVIDED BY YOU ("PERSONAL DATA") IN CONNECTION WITH THIS AGREEMENT; PROCESSING MAY INCLUDE COLLECTION, REGISTRATION, STORAGE, MODIFICATION OR DISCLOSURE OF SUCH PERSONAL DATA TO THIRD PARTIES. YOU ALSO GIVE YOUR CONSENT TO TREND MICRO TO TRANSFER YOUR PERSONAL DATA TO ONE OR MORE OF ITS GROUP COMPANIES, LOCATED IN AND/OR OUTSIDE THE EUROPEAN UNION/EUROPEAN ECONOMIC AREA, AND WHICH MAY HAVE A LOWER LEVEL OF PROTECTION OF PERSONAL DATA THAN IS APPLICABLE IN THE EU/EEA. SUCH TRANSFER WILL ONLY BE CARRIED OUT IN CONNECTION WITH THIS AGREEMENT, AS IS THE CASE WITH THE PROCESSING OF YOUR PERSONAL DATA BY THESE GROUP COMPANIES. TREND MICRO IS THE CONTROLLER OF PERSONAL DATA. IN THE EVENT YOU WOULD LIKE INFORMATION ON THE PERSONAL DATA THAT TREND MICRO PROCESSED FOR YOU OR IF YOU WISH TO HAVE IT CORRECTED OR MODIFIED, YOU MAY CONTACT TREND MICRO AT THE ADDRESS GIVEN BELOW.
- 8. 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: <http://www.treas.gov/ofac/> and www.bis.doc.gov/complianceand enforcement/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 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.
- 9. U.S. GOVERNMENT RESTRICTED RIGHTS.** 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.

- 10. TERMINATION.** Trend Micro may terminate your rights under this Agreement immediately and without notice if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to delete or destroy all copies of the Software. You may terminate this Agreement at any point by destroying or deleting all copies of the Software. Sections 2 through 12 will survive any termination of this Agreement.
- 11. GOVERNING LAW/JURISDICTION.** This Agreement will be governed by and construed in accordance with the laws of the State of California and the United States, without giving effect to the conflict of laws provisions of California or Your actual state or country of residence. The exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement under the laws of any country. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. Without limiting its rights and remedies at law and equity, Trend Micro shall have the right to seek an injunction and similar equitable relief in any appropriate forum to stop and/or prevent any unauthorized use or distribution of the Software and/or Intellectual Property rights contained in the Software.
- 12. GENERAL.** This Agreement is the entire agreement between you and Trend Micro and 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.
- 13. QUESTIONS.** Visit www.trendmicro.com/support/consumer if you have a question about the Software and/or Service. 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.