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TREND MICRO GLOBAL BUSINESS SOFTWARE AND/OR APPLIANCE AGREEMENT

Trial and Paid Use:	**This Business Software and Appliance Agreement ("EULA" or "Agreement") supersedes all prior versions published by Trend Micro with respect to transactions consummated on or after the Effective Date**
EULA Version Date:	**1 May 2017**
Version:	**English/Multi-Country**

Any additional, conflicting, or different terms or conditions proposed by Company in any Company-issued document (such as an Order), are hereby rejected by Trend Micro and excluded herefrom.

1. Entire Agreement; Not a Master Purchase Agreement; Agreed Definitions.

1.1 Entire Agreement. This Agreement is binding on Company and Trend Micro when referenced or incorporated in a Quote from Trend Micro or a Reseller that directs Company to the website at which this Agreement is posted and Company places an Order for Products in response to such Quote that is accepted by Trend Micro by issuance of a License Certificate to Company for the Ordered Products. If no such Quote is provided to Company but nevertheless Company places an Order for Products with Trend Micro or a Reseller, the Parties agree that such Order, if accepted by Trend Micro by issuance of a License Certificate to Company for the Ordered Products, is licensed/sold on the terms and subject to the conditions set forth in this Agreement (including all policies, procedures, and websites referenced herein) and the issued License Certificate that is incorporated herein by reference and made a part of this Agreement for all purposes. The Parties agree that this Agreement is the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter hereof, and any prior written agreements; representations, statements, or advertising of Trend Micro whether oral or written; course of dealing between the Parties or usage of the trade; Orders; or descriptions that are not specifically set forth in this Agreement with respect to the subject matter hereof, are all merged into and superseded by this Agreement. In entering into this Agreement, each Party represents and warrants to the other Party that it is NOT relying on any extrinsic representation, warranty, covenant, promise, forbearance, or inducement of any kind or nature that is or was made by any person that is not specifically set forth in this Agreement. By downloading, installing, deploying, and/or using any Trend Micro Product obtained by Company for which a Trend Micro License Certificate is issued by Trend Micro to Company, Company ratifies and confirms its agreement to this Agreement (including the License Certificate) as the sole and exclusive terms, conditions, limitations, and exclusions governing the purchase/license of such Products. **Direct questions and concerns about this Agreement to: legal_notice@trendmicro.com**.

1.2 Not a Master Purchase Agreement. Company acknowledges that this is NOT a master purchase agreement for subsequent purchases of Products, but rather, this Agreement only applies to each instant purchase/license of Products by Company. Each subsequent procurement/license of Products by Company will be made subject to and conditioned on the agreement of the Parties to the then-current version of this Agreement unless otherwise agreed in a writing signed by the Parties.

1.3 Procurement Under This Agreement. Company may secure Products under this Agreement by one of two methods:

a. Procurement Through a Reseller. Typically, Company will secure a Quote for Products from a Reseller of Trend Micro Products. Based on such Quote, Orders by Company will be sent to the Reseller at such prices, discounts, and on invoice and payment terms as agreed solely by Company and its Reseller. Company understands that if an Order is placed with a Reseller, the Reseller can place an order with Trend Micro for Products (either directly through Trend Micro or through a Trend Micro distributor) as requested by Company, but such Order is and will be subject to acceptance or rejection by Trend Micro at its discretion. Based on documents submitted by the Reseller, Trend Micro will reject or accept the Order, which acceptance is signified by Trend Micro's issuance of its License Certificate. Except for the matters agreed in the first sentence of this paragraph between the Reseller and Company, all other rights, obligations, terms, conditions, limitations, and exclusions regarding Products that are Ordered by Company are exclusively set forth in this Agreement. All payments by Company for Products will be made directly to the Reseller and never to Trend Micro. Company acknowledges that each Reseller is an independent contractor and in no event or circumstance will any Reseller now or hereafter be deemed a joint venturer, partner, fiduciary, or agent of Trend Micro and NO Reseller has been or will be authorized or permitted to have a right to create any binding obligation, responsibility, duty, liability, warranty, guaranty, or any otherwise contract for or act on behalf of Trend Micro or waive or renounce any right of Trend Micro or modify any right, obligation, or agreement of Company set forth in this Agreement.

b. Direct Purchase from Trend Micro. Company may (if permitted by Trend Micro) secure a Quote directly from, and place an Order directly with, Trend Micro based on such Quote, which Order if accepted by Trend Micro will be governed solely by the terms, conditions, limitations, and exclusions set forth in this Agreement (including the License Certificate). All prices and payment terms will be as set forth in the Quote and all payments for Products will be made by Company directly to Trend Micro.

1.4 Agreed Definitions. In addition to initially capitalized definitions, descriptions, clarifications, and agreements that may be set forth elsewhere in this Agreement (that include all policies, procedures, and Trend Micro websites made a part hereof) that are referenced/incorporated herein, the initially capitalized definitions, descriptions, and clarifications shall have the meanings set forth in this Section 1.4 (each is an "**Agreed Definition**") and all Agreed Definitions shall be equally applicable to the singular, plural, and derivative forms.

"**Affiliate**" means as to a Party, each person that is Controlled by a Party, that Controls such Party, or that is under common Control with such Party. "**Control**" means the direct or indirect ownership of more than fifty percent (50%) of the equity shares or interests (or the maximum equity ownership permitted by Applicable Law if such Party is not permitted to own more than 50%) entitled to vote for the directors or other management of such Party or the equivalent, but only for as long as such ownership relationship continues to exist. Upon request, each Party agrees to confirm in writing to the other Party, the status of any or all Affiliates.

"**Appliance**" means a hardware-based appliance designed and provided by Trend Micro as a Product that inseparably combines Hardware and Integrated Software to form a single purpose, unified device that provides capabilities, features, and functionalities as set forth in its Documentation. The Hardware portion of an Appliance may be sold, leased, rented, or loaned hereunder, whereas the Integrated Software portion of an Appliance is only licensed and never sold. Deep.Discovery family of Appliances; ATP family of Appliances; Network VirusWall

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Enforcer family of Appliances; and TippingPoint family of Appliances are examples of Appliances available on the Effective Date of this Agreement.

"**Appliance Differing Terms**" shall have the meaning set forth in Section 4.

"**Applicable Laws**" means all mandatory national, federal, provincial, state, municipal, and local laws, statutes, acts, ordinances, regulations, rules, codes, treaties, executive orders, supervisory requirements, official directives, circulars, opinions, interpretive letters, and other official releases in the Territory that are applicable from time-to-time to a Party's performance of its obligations and/or exercise of its rights hereunder, including data protection/privacy laws; corrupt activities/illegal payment laws; economic/trade sanctions rules and regulations; and export/import laws.

"**Communications**" shall have the meaning set forth in Section 9.

"**Company**" is the corporation, company, or other legal entity (either public or private) that is listed on the License Certificate for such Products as being the licensee/purchaser. In the event of conflict between an Order and a License Certificate, the License Certificate shall control.

"**Computer**" means a Virtual Machine or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation mainframes, Servers, workstations, desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, business, security, and/or other software applications.

"**Confidential Information**" shall have the meaning set forth in Section 10.

"**Contractor**" is an independent contractor that provides services in support of Company and/or its Affiliates with respect to any Products provided hereunder pursuant to a written agreement between such person and Company that imposes an obligation (among other obligations) on such Contractor to fully comply with this Agreement to the extent of access to, possession of, and/or use of any Product by such person. Such Contractor (and its services) may include, but are not limited to, Contractors: (a) that provide business process support, technical support, or outsourcing services to Company; or (b) such as AWS, Microsoft Azure, Google Marketplace/Launcher, SoftLayer, and/or Rackspace that: (i) act as host or platform for Standalone Software that was Resold by such Contractor to Company, but licensed to Company hereunder; and/or (ii) act as host or platform for Standalone Software licensed to Company hereunder that was originally acquired by Company from a different Reseller (not the Contractor) or Trend Micro, all of the foregoing for the sole access, use, and benefit of Company and/or its Affiliates in accordance herewith.

"**Controlled Technology**" shall have the meaning set forth in Section 17.

"**Delivery Date," "Delivered," and "Delivery.**" The Delivery Date shall be: (a) for Software, it is the date that Software is made available by Trend Micro for electronic download by Company, and/or (b) for Hardware, the date of actual shipment to Company, but some Appliances may be subject to different delivery terms as notified by Trend Micro. All Products and Maintenance will be deemed for all purposes to be Delivered in the country of Trend Micro's place of business stated in the License Certificate.

"**Different Terms**" shall have the meaning set forth in Section 3.

"**Documentation**" means the printed, electronic, and online technical documentation and operating instructions generally made available by Trend Micro for Products provided for the purpose of supporting Company's internal business use of such Products as authorized in Section 2.1.

"**Government Agency**" shall have the meaning set forth in Section 18.

"**Hardware**" means the hardware product that Integrated Software is embedded in or preloaded on by Trend Micro and sold as an Appliance and all Documentation therefor.

"**Instance**" means an image of software on a physical device or Virtual Machine that is created by executing the software's setup or install procedure or by duplicating an existing Instance.

"**Integrated Software**" means the object code version of any Trend Micro-published/branded applications software that is embedded in or preloaded on Hardware by Trend Micro to form an Appliance. Integrated Software is licensed hereunder (and no right, title, or interest therein is sold) for a Subscription Period that is no longer than the life of the Appliance and is not re-deployable to replacement Hardware except as may be specifically permitted herein.

"**IP Claim**" means any suit, cause of action, or other legal proceeding filed/brought against Company by a third party in the courts of law, equity, or otherwise ONLY in the Territory, that asserts that Software licensed hereunder directly infringes any patent, copyright, and/or trademark of such third party.

"**License Certificate**" means an written (electronic or otherwise) acceptance/entitlement confirmation issued by Trend Micro to Company with the license/purchase of Products that confirms to Company the Products purchased by Company, including the applicable Licensed Capacity where applicable. The License Certificate and this Agreement forms the entire agreement between Trend Micro and Company with respect to each Order of Products that is accepted by Trend Micro. Company is advised to retain the License Certificate as proof of its entitlement to such Products.

"**Licensed Capacity**" is defined (includes quantity, licensing metric, and term of license) as and notified in the License Certificate each time Standalone Software is licensed hereunder, the number of licenses of each type of Standalone Software that Company purchases from time-to-time and is then-validly licensed to Company under this Agreement, based upon Trend Micro's licensing measurement for each particular Standalone Software. The applicable licensing metrics/measurements (which may include measurement by Computer/CPU, Virtual Machine, device, node, Instance, Server, and user, as applicable) available to Company for Standalone Software licensed hereunder will be determined and published by Trend Micro from time-to-time for each Product at https://www.trendmicro.com/en_us/about/legal/licensing-metrics.html.

"**Licensing Entity**" shall have the meaning set forth in Section 23.

"**Maintenance**" of Software shall have the meaning and description set forth in Section 5. The term Maintenance for Software does not include any PSP services or other premium, enhanced, technical, or engineering support services that may be provided by Trend Micro pursuant to a separate agreement or statement of work for additional compensation. Any maintenance or support of Hardware shall have the meaning and description set forth in applicable Appliance Differing Terms referenced in Section 4.

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"**Non-Production Environment**" means Company's use of an Appliance and/or Software exclusively in a laboratory, test, or research environment (and not in Company's production environment/systems) that does not access or use live production data at any time or for any reason.

"**Order**" means: (a) a purchase order or other ordering document issued by Company in response to a Quote; or (b) a Company-initiated procurement document, in each instance placed by Company (with a Reseller or Trend Micro, as the case may be) for the procurement of Products to be supplied only in accordance with and subject to the provisions of this Agreement. All Orders are Customer's irrevocable commitment to purchase and pay for the Products stated in the Order and are subject to direct or indirect acceptance by Trend Micro at its sole discretion, which acceptance occurs and is signified by Trend Micro's issuance of a License Certificate to Company for such Products or other Trend Micro performance.

"**Party**" means only each of the persons entering into this Agreement and all other persons such as Affiliates and Contractors of each Party are third parties without rights or benefits hereunder.

"**Perpetual Period**" means a license granted for Standalone Software that extends for an indefinite period of time, subject to earlier termination in accordance herewith. For the avoidance of doubt, Standalone Software licensed for a Perpetual Period never includes a payment for, or a right to receive without additional fees or compensation, Maintenance for the entire Perpetual Period.

"**Products**" means and includes Software, Appliances (including Hardware), and Maintenance that is licensed/purchased hereunder, but does NOT include Trend Micro "**software-as-a-service**" and "**cloud-based**" service offerings that are provided under separate agreement.

"**Quote(s)**" means one or more documents issued by Trend Micro or its Reseller (as the case may be) to Company specifying the Software, Appliance, and/or Maintenance that Company seeks to obtain, the related pricing, payment terms, and Licensed Capacity and sufficient other information to complete the transaction. Each Quote shall incorporate this Agreement (specifically or by reference) as the sole basis and governing document for any procurement by Company based on the Quote.

"**Reseller**" means a reseller, system integrator, service provider (such as AWS that hosts or provides platform services with respect to Software resold by it subject to this Agreement), independent software vendor, VAR, OEM or other channel partner that is authorized by Trend Micro or its distributor to secure orders for the license/sale of Products to end users, including Company.

"**Separate Modules**" means any plug-in or module for Software that Trend Micro determines to be new or a different product/features/functionality that Trend Micro makes generally available to the public by license for new or additional consideration. Separate Modules are not included with Maintenance or Updates to existing Software.

"**Server**" means a computer or device (and deployed software) on a network that provides functionality, management, and/or support for other devices and/or other network resources, such as a web server, file server, a database server, or a print server.

"**Software**" means the object code version of Integrated Software, Standalone Software, and Test Software and includes all Documentation and Updates thereto made available to and purchased by Company. In no event or circumstance will a source code version of any Software be offered, licensed, or otherwise provided hereunder to Company.

"**Software Limited Warranty**" shall have the meaning set forth in Section 11.

"**Standalone Software**" means the object code version of any applications software (and Updates thereto) that is published by and is generally made available for license from Trend Micro hereunder that does not include any Hardware, nor is it licensed by Trend Micro as part of an Appliance. Standalone Software also includes Instances thereof that are licensed for deployment in a Virtual Machine environment.

"**Subscription Period**" means, only if available from Trend Micro for a specific version of Software, the limited term/increment of time (*i.e.*, not a Perpetual Period) that the Software is licensed for use by Company. Such Subscription Period may be offered by the week, month, or year (not to exceed three (3) years), during which period, the licensee has the right to use the Software (and receive Maintenance without additional cost) in accordance herewith. After expiration of the Subscription Period, a new Subscription Period or Perpetual Period license must be purchased in order to continue the use of the expired Software. Integrated Software is always licensed for the limited Subscription Period that expires and terminates at the end of such Subscription Period, unless such license is earlier terminated in accordance with this Agreement such as when the unit of Appliance on which such Software was originally installed is no longer deployed and used in accordance with the Appliance's Documentation.

"**Term**" shall have the meaning set forth in Section 22.

"**Territory**" means worldwide other than Japan, subject always to and limited by the terms, conditions, waivers, limitations, disclaimers, and exclusions in this Agreement, and present and future Applicable Laws that applies to the Products and/or the performance of either Party hereunder that prohibits or restricts Product sale, use, or access: (a) to certain technology/goods/services; (b) to specified countries; and/or (c) by defined persons.

"**Test Period**" shall have the meaning set forth in Section 7.1.

"**Test Software**" shall have the meaning set forth in Section 7.1.

"**Test Use**" or a "**Test**" shall have the meaning set forth in Section 7.1.

"**Third Party Technology**" shall have the meaning set forth in Section 3.

"**Trend Micro**" means in each instance that Products are acquired under this Agreement, the Licensing Entity that provides Products in such instance as determined by application of Section 23.

"**Virtual Machine**" means a software container, implementation, or emulation of a Computer (*i.e.*, a physical device) that runs its own operating system and executes application programs like a physical Computer.

"**Updates**" means and includes if and when generally made available by Trend Micro with respect to Software licensed hereunder that is also then-subject to paid Maintenance, new object code versions (including patches) of such Software that includes: (a) improvement of features/functionality that is used to identify, detect, and block computer viruses, spam, spyware, malicious code, websites, or other forms of computer abuse generally categorized as malware and other forms of content identification or categorization; (b) corrections, modifications, revisions, patches, new definition files, maintenance updates, bug fixes and/or other enhancements to, or for use in connection with, the Software; and/or (c) major or minor new versions of existing Software that contains new features, improvements to existing features, capabilities,

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structures, and/or functionality that Trend Micro makes available to existing customers that have then-purchased Maintenance for such Software; *provided, however*, the term "Updates" specifically excludes Separate Modules and does not apply to the Hardware component of any Appliance. Updates that are released by Trend Micro from time to time replace or patch and will become part of previously licensed copies of the updated Software and will not increase the units/Licensed Capacity of Software licensed hereunder, or otherwise create additional copies or licenses of such Software, nor does any Update create any new or additional warranty for the Software it updates.

2. Software License; Right to Copy; Limitations

2.1 Software License. Products are protected by patent, copyright, trade secret, and/or other worldwide intellectual property Applicable Laws. On the terms and subject to Company's continuous compliance with the conditions set forth in this Agreement (including the License Certificate) and on the condition precedent of Company making payment as directed in Section 1.3, Trend Micro hereby grants only to Company (solely for the internal business operations and purposes of Company or any of its Affiliates as permitted in Section 2.5), a non-exclusive, non-transferable (except as may be a required in the European Union under mandatory Applicable Laws that do not permit a written waiver or limitation), non-assignable (by operation of law or otherwise), and revocable (in accordance herewith) right and license (with no right to sublicense) in the Territory to: (a) install or have installed (on Computers owned by or under the control of Company through written agreement with a Contractor), access, and use Standalone Software only as permitted in its Documentation, each of the foregoing for the stated Subscription Period (unless the License Certificate states that such Standalone Software is being licensed for a Perpetual Period) and in such Licensed Capacity as is listed in the License Certificate; or (b) use Integrated Software (only as permitted in its Documentation) forming a part of any Appliance purchased hereunder only for such limited time (not for a Perpetual Period) as it forms a part of the unit of Appliance that it is originally shipped by Trend Micro to Company.

2.2 Right to Copy. Company shall have the right to reproduce, without additional cost, a commercially reasonable number of copies of the Standalone Software (in an unmodified form) and its Documentation that is licensed to Company only for backup/failover, archive, and/or training purposes, *provided* that Company reproduces on or in such copies any and all of the copyright, trademark, patent, and other proprietary notices or markings that appear on the original copy of the Standalone Software (and Documentation). No copy of Standalone Software will be utilized for production purposes (other than backup/failover testing or archive retrieval) except for such time as the production copy of such Standalone Software is not being utilized for production use.

2.3 Limitations/Conditions. Except as may be specifically granted hereunder by license to Company in this Section 2 or to the extent prohibited by or inconsistent with any Different Terms licensing Identified Components to Company, Company agrees that it is not licensed hereunder to and as a condition hereunder, will not (or otherwise allow third parties to): (a) modify, adapt, alter, translate, or create derivative works (as defined under Applicable Laws) from any part of any Software (or its Documentation) or authorize others to undertake any of the foregoing prohibited acts; (b) merge or embed any Software with or in other software, sub-routines, or other binary code segments; (c) reverse engineer, reverse compile, decompile, or disassemble any Product or object code thereof, or otherwise attempt to decrypt, decode or discover the source code or underlying ideas or algorithms of any Software or part thereof, including but not limited to sub-routines, functions, libraries or other binary code segments of Software except and only to the minimum extent required to be permitted with respect to interoperability under mandatory Applicable Law without the possibility of waiver; (d) distribute, license, sublicense, lease, sell, rent, loan, mortgage, encumber, auction, or otherwise transfer or provide a copy of any Software (or components thereof including any license or access key or authorization) to any third party; (e) publish, provide, or otherwise make available to any third party, any competitive, performance, or benchmark tests or analysis relating to the Software without the written permission of Trend Micro which may be withheld or conditioned at the sole discretion of Trend Micro; (f) deploy or use Software or Appliance in any manner other than as expressly permitted in its Documentation; (g) permit any third party to use or benefit from the use or functionality of any Product (alone or in combination with any other product or service) via, for instance, third party outsourcing facility or service, service bureau arrangement, time sharing basis, or as part of any other hosted or platform service that permits either access to or use of any Products, whether on a specific fee basis or otherwise; or (h) attempt to do any of the foregoing. Company understands and agrees that all Software and Appliances are subject to End-of-Maintenance/Support policies forming a part Trend Micro's policies referenced in Sections 4 and 5 below.

2.4 Ownership. The Parties understand and agree that all Software is licensed and not sold hereunder. The Parties agree that, as between the Parties, all Software and its Documentation, and all worldwide intellectual property rights therein or related thereto, are the exclusive property of Trend Micro, its Affiliates, and/or its or their licensors/suppliers. All rights in and to Software not expressly granted to Company in this Agreement are reserved by Trend Micro and Company will have no other or different rights (implied, by estoppel, or otherwise) or privileges with respect to any Software. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Trend Micro's existing or future patents or other intellectual property rights. Trend Micro reserves the right to take any and all reasonable steps to prevent unauthorized access to, and use of, Software by any person.

2.5 Affiliate and/or Contractor Use. For no more than the Licensed Capacity purchased by or on behalf of Company as evidenced in a License Certificate, Trend Micro grants Company the right to authorize and permit (for no additional fees or amounts due Trend Micro other than the fees already payable with respect to licenses purchased by Company): (a) Company's Affiliates to access, deploy, and/or utilize Products only in connection such Affiliate's internal business operations for so long as such person remains an Affiliate of Company; and (b) Contractors to Company and/or its Affiliates to access, install, deploy, and/or utilize Products only in connection with the provision of services to and solely for the use and benefit of Company and/or Affiliates in connection with its and their internal business operations and not for the benefit of any third party or such Contractor, all of the foregoing on the terms and subject to the limitations and conditions of this Agreement. Each Affiliate and Contractor having access to, possession of, and/or utilization of any Product will be considered an authorized user of Company under this Agreement with respect to such Product and NOT a separate or additional licensee or otherwise having any rights or deemed to be a third party beneficiary hereunder in any event or circumstance. Company agrees at all times to require, ensure, and enforce compliance with the grants, terms, conditions, and limitations set forth in this Agreement by Company's Affiliates and/or Contractors having access to Products procured hereunder and, further, Company agrees that it shall at all times be and remain legally and financially responsible to Trend Micro for the compliance and non-compliance with, or breach of, this Agreement caused by any Affiliate or Contractor. For the avoidance of doubt, since all Maintenance is to be provided by Trend Micro only to Company, no Affiliate and/or Contractor will be entitled to request or receive Maintenance directly from Trend Micro.

2.6 Use Exclusions. Products are not fault-tolerant/fail-safe and are not designed, intended, suitable, or licensed hereunder for use, and may not be used, in situations or environments requiring extra safety features or functionality for fail-safe or fault-tolerant performance, such as: (a) the design, construction, operation, or maintenance of any nuclear facility, civil infrastructure, manufacturing facilities, or industrial plants; (b) aircraft navigation, communications, or operating systems; (c) air traffic control systems; (d) operation of life-support or life-critical medical equipment; or (e) any other equipment or systems in which the circumvention, unavailability, inaccuracy, ineffectiveness, or failure of the Product could lead or contribute to death, personal injury, or physical property/environmental damage, and Trend Micro specifically excludes any right or license for any such use and disclaims any express or implied warranty/guarantee of fitness for any such use. Only as may be

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specifically set forth in the Documentation therefor, Trend Micro notifies Company that no Product has been submitted for compliance testing, certification, or approval for any use by any governmental agency or consensus organization.

3. Open Source and Third Party Technology. The Software may come bundled or otherwise be distributed with open source or other third party software (herein "**Third Party Technology**"), that is subject solely to the agreement terms, conditions, limitations, and disclaimers of the specific license (each "**Different Terms**") under which such Third Party Technology is redistributed to Company by Trend Micro. Different Terms applicable to any Third Party Technology redistributed in any Software provided hereunder will be identified by Trend Micro in the Documentation for, and/or in a "Read Me" or an "About" file in, the Software. THIRD PARTY TECHNOLOGY IS PROVIDED BY TREND MICRO "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIRD PARTY TECHNOLOGY, TREND MICRO SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIRD PARTY TECHNOLOGY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Appliances. Several Products available hereunder are Appliances. As such, each Appliance has certain terms and conditions applicable thereto that are in addition to, or different than, those set forth herein (all are "**Appliance Differing Terms**"). In the event Company is licensing/acquiring/leasing/renting/testing/evaluating an Appliance hereunder, Company agrees that the applicable Appliance Differing Terms are incorporated herein by reference and made a part hereof for all purposes. Appliance Differing Terms may include, among other things: a modified and/or different license grant and/or Maintenance for the Integrated Software that forms a part of the Appliance; Hardware warranty and ownership; and/or a description of available maintenance and support for Hardware and the Appliance in general. In the event of conflict between the terms and conditions in the body of this Agreement, and those Appliance Differing Terms, the applicable Appliance Differing Terms shall govern and control. Appliance Differing Terms are set forth at https://www.trendmicro.com/en_us/about/legal/appliance-differing-terms.html.

5. Maintenance. All Standalone Software licensed for a limited term Subscription Period by Trend Micro includes paid Maintenance in the price of the license for the entire Subscription Period that is purchased by Company. However, Standalone Software licensed for a Perpetual Period hereunder includes Maintenance only for a period of one (1) year from Delivery of the Standalone Software, thereafter, additional Maintenance then-offered by Trend Micro may be purchased for Standalone Software in one (1) year increments. The description of Maintenance and Trend Micro's policies with respect to Standalone Software are set forth at https://success.trendmicro.com/support-policies that are incorporated herein by reference and made a part hereof for all purposes. The description of Maintenance and Trend Micro's policies with respect to Integrated Software are set forth in the Appliance Differing Terms.

6. Applicable Laws. To the extent applicable to Company's performance of its obligations and/or exercise of its rights hereunder, Company represents (on an ongoing basis) and warrants to Trend Micro and agrees that Company will: (1) comply with all Applicable Laws; and (2) identify, procure, and maintain any permits, certificates, approvals, consents, and inspections that may be required or advisable in order to comply with Applicable Laws with respect hereto. If Company at any time is in breach of or non-compliance with this Section, Company will promptly (at no cost Trend Micro) do all things and take all actions as may be necessary or appropriate to cure and correct any breach or non-compliance with any Applicable Laws.

7. Test/Evaluation of Appliances and/or Software.

7.1 Test/Evaluation. If Standalone Software or Integrated Software is provided to Company under this Agreement that has been identified by Trend Micro as "Evaluation," "Proof-of-Concept," "Trial," or "Test" Software (each "**Test Software**"), then the provisions of this Section 7 shall apply thereto and shall supersede any conflicting term or condition of this Agreement. In each of the foregoing instances, Company is granted a royalty-free, non-transferable, limited license to install the Test Software on Computers located in the country of Delivery and owned (unless an Appliance is provided by Trend Micro in connection with Test Use) by Company and only use the Test Software for evaluation of such Test Software in a Non-Production Environment (a "**Test Use**" or a "**Test**") that is limited to thirty (30) days from the date the Test Software is Delivered to Company (or on the date that an Appliance is shipped to Company by Trend Micro for a Test) unless otherwise agreed in writing by Trend Micro (the "**Test Period**"). Sections 2.1, 2.2, and 2.5 of this Agreement do not apply to Test Software, but Sections 2.3, 2.4, and 2.6 do apply to Test Software. If the Test Use involves an Appliance (and Integrated Software), the Parties agree that the applicable Appliance Differing Terms sets forth additional and/or different terms and conditions that are applicable to the Appliance and the Integrated Software that forms a part of that Test Use Appliance. During the Test Period, Company may be able to receive web or email based technical support in the country where Company is located, but otherwise support is not generally available for Test Software or Appliances.

7.2 Exclusion; Limitation of Liability for Test Software. TEST SOFTWARE MAY CONTAIN ERRORS OR OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS. CONSEQUENTLY, TEST SOFTWARE IS PROVIDED TO COMPANY "AS IS, WITH ALL FAULTS." TREND MICRO SPECIFICALLY DISCLAIMS AND EXCLUDES ANY WARRANTY, GUARANTEE, AND/OR LIABILITY TO COMPANY OF ANY KIND OR NATURE WITH RESPECT TO TEST SOFTWARE AND ANY APPLIANCE ON WHICH THE TEST SOFTWARE IS DEPLOYED. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED BY THIS DISCLAIMER, BUT MAY BE LIMITED, TREND MICRO'S LIABILITY AND THAT OF ITS SUPPLIERS AND RESELLERS UNDER THIS AGREEMENT RELATED TO TEST SOFTWARE AND ANY APPLIANCE ON WHICH THE TEST SOFTWARE IS DEPLOYED, SHALL BE LIMITED IN THE AGREEGATE TO THE SUM OF FIVE HUNDRED DOLLARS (USD$500.00) OR THE EQUIVALENT IN LOCAL CURRENCY. Any information about the Test Software gathered from its access or use shall be used solely by Company for the test/evaluation and such information shall not be provided to any third party. Notwithstanding anything contained herein, each Party has the right to terminate any Test Use and the license herein granted at any time with or without reason with five (5) days prior written notice to the other Party. Upon expiration of the Test Period or earlier termination as set forth in this Section 7.2, Company agrees to immediately stop using the Test Software and uninstall, delete, and irretrievably destroy all copies of the Test Software and Documentation including those that may be included in any backup or archive files and shall promptly confirm same to Trend Micro in writing.

8. Records; Audit. During the Term and for two (2) years thereafter, Company agrees to retain and make available to Trend Micro accurate and complete records and other system information sufficient to provide verification of the Licensed Capacity of each Product licensed and Company's utilization of Products is and has consistently been in compliance with this Agreement. With at least twenty (20) days prior written notice, Trend Micro shall have the right to cause an audit to be conducted no more frequently than once each calendar year. If an audit reveals any deployment or use of the Products that is in excess of the Licensed Capacity or is otherwise out of compliance with this Agreement, then Company agrees to promptly correct such non-compliance. If the Licensed Capacity for any unlicensed or excess utilization of

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all Products audited hereunder is greater than, in the aggregate, ten percent (10%) of the actual Licensed Capacity for Products purchased by Company, Company agrees to reimburse Trend Micro for its reasonable costs incurred in performing the audit.

9. Consent to Electronic and Other Communications. Company agrees that Trend Micro may send Company required legal notices and other communications about Products (including Updates), other and/or new Trend Micro products and services, special offers and pricing or other similar information, customer surveys, and other requests for feedback (collectively "**Communications**"). Trend Micro may provide Communications via (among other methods): (a) in-person contacts by Trend Micro and/or Reseller personnel; (b) in-Product notices or email to registered email addresses of named Company contacts; and/or (c) posted Communications on its Websites. By accepting this Agreement, Company consents to receive all Communications through these means.

10. Confidentiality/Non-Disclosure. Each Party hereto acknowledges that by reason of its relationship with the other Party hereunder, it may have access to confidential information and materials concerning the other Party's business, technology, and/or products that is confidential to the other Party ("**Confidential Information**"). Each Party's Confidential Information is of substantial value to the Party, which value could be impaired if such information was disclosed to third parties or used in violation of this Agreement. Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing Party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within fifteen (15) days after disclosure. Each Party agrees that it will not use in any way for its own account or the account of any third party, such Confidential Information, except as authorized under this Agreement, and will protect Confidential Information at least to the same extent as it protects its own Confidential Information and to the same extent that a reasonable person would protect such Confidential Information. Neither Party may use the other Party's Confidential Information except to perform its duties or exercise its rights under this Agreement. The Confidential Information restrictions will not apply to Confidential Information that is (a) already known to the receiving Party at the time of access hereunder, (b) becomes publicly available through no wrongful act of the receiving Party, (c) independently developed by the receiving Party without benefit of the disclosing Party's Confidential Information; (d) has been rightfully received from a third party not under obligation of confidentiality; (e) disclosed in any legal proceeding arising from or in connection with this Agreement; or (f) is required to be disclosed by law, provided the Party compelled to disclose the Confidential Information provides the Party owning the Confidential Information with prior written notice of disclosure (only if legally permissible) adequate for the owning Party to take reasonable action to prevent such disclosure. Unless otherwise agreed to by both Parties, upon termination of this Agreement or an applicable Addendum, each Party will return the other Party's Confidential Information. **In the event that the Parties hereto have previously entered into a non-disclosure or confidentiality agreement that is still in effect on the effective date of this Agreement, then the Parties hereto agree that such prior agreement is hereby merged into and superseded by this Agreement ONLY with respect to the subject matter hereof and the transactions undertaken pursuant hereto.**

11. Limited Warranty – Software.

11.1 Limited Warranty. Trend Micro warrants to Company only that on the initial Delivery Date of any Software licensed under this Agreement and for thirty (30) days after the Delivery Date therefor, that such Software when installed on compliant/compatible hardware and only as permitted in and in accordance with its Documentation, will substantially conform to its Documentation (the "**Software Limited Warranty**"). Any replacement of non-conforming Software will be warranted for the remainder of its original Software Limited Warranty period. In the event that any Software does not comply with the foregoing warranty and such non-compliance is notified to Trend Micro within the warranty period, and if Trend Micro is unable to bring any Software into conformity with the Software Limited Warranty after using commercially reasonable efforts, either Company or Trend Micro may (at the discretion of each) immediately terminate this Agreement for convenience (by giving written notice no later than ten (10) days after the end of the Software Limited Warranty Period) only as to the non-conforming Software. In the event the license is terminated as aforesaid, the license granted to Company to such Software shall immediately terminate. Upon receipt of Company's certification that it has irretrievably destroyed such terminated Software, Trend Micro shall refund to Company all fees paid by Company for the affected Software. The applicable limited warranty provided by Trend Micro with respect to Integrated Software forming a part of an Appliance is available as directed in Section 4.

11.2 Warranty Exclusions. The Software Limited Warranty provided in this Section 11 does not apply to and shall be void: (a) in the event of failure of any Software arising or resulting from improper installation or any modification, alteration, or addition thereto, or any problem or error in the operating system software with which the Software is installed and is designed to operate; (b) if any problem or error in the Software has resulted from improper use, misapplication, or the use of the Software with other programs or services that have similar functions or features which are incompatible with the Software; (c) is licensed as Test Software for which Trend Micro does not charge a royalty or license fee; or (d) if Trend Micro does not receive notice of a non-conformity within the applicable warranty period.

11.3 Exclusive Remedy. The Parties agree that the rights, obligations, and remedies of the Parties in this Section 11 are in lieu and satisfaction of any right of acceptance/rejection of any Software that Company may have under Applicable Law and Company hereby waives and renounces any right of acceptance/rejection of all Software, it being understood that Company is relying upon its rights under this Section 11. The Parties agree that the warranties and remedies with respect to Software and Maintenance set forth in this Section 11 shall constitute Trend Micro's sole and exclusive obligation and liability and Company's sole and exclusive right and remedy for the breach of or Software non-conformance with the Software Limited Warranty herein granted for any Software. COMPANY UNDERSTANDS AND AGREES THAT TREND MICRO CANNOT, AND DOES NOT HEREIN, PROVIDE ANY ASSURANCE/GUARANTEE THAT THE DEPLOYMENT/USE OF ANY SOFTWARE (EITHER BY ITSELF OR IN COMBINATION WITH OTHER TREND MICRO PRODUCTS) WILL GUARANTEE/ASSURE COMPLETE/PERFECT PROTECTION FROM AND AGAINST ALL PRESENT AND FUTURE SECURITY THREATS TO COMPANY'S NETWORKS, SYSTEMS, DEVICES, AND/OR DATA AND NOTHING HEREIN THIS AGREEMENT SHALL BE DEEMED TO IMPLY SUCH A GUARANTEE OR ASSURANCE.

11.4 Disclaimer of All Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, COMPANY AGREES THAT TREND MICRO PROVIDES SOFTWARE "AS AVAILABLE" AND "AS IS, WITH ALL FAULTS" AND WITHOUT ANY OTHER WARRANTY OR GUARANTEE OF ANY KIND. TREND MICRO (ON BEHALF OF ITSELF AND ITS SUPPLIERS/LICENSORS/RESELLERS) EXPRESSLY DISCLAIMS ANY CONDITIONS AND WARRANTIES (WHETHER STATUTORY, EXPRESS OR IMPLIED) OF: MERCHANTABILITY; FITNESS FOR A PARTICULAR OR GENERAL PURPOSE; TITLE; QUALITY; NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; OR OTHERWISE ARISING FROM A STATUTE, CUSTOM, USAGE OR TRADE PRACTICE, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATIONS WITH ONE ANOTHER; OR ANY WARRANTY AGAINST INTERFERENCE WITH COMPANY'S QUIET ENJOYMENT OF ANY SOFTWARE. COMPANY UNDERSTANDS AND AGREES THAT TREND MICRO DOES NOT WARRANT OR GUARANTEE THAT: (a) SOFTWARE WILL BE CONTINUOUSLY AVAILABLE OR USE THEREOF UNINTERRUPTED; (b) THE FUNCTIONS AND FEATURES CONTAINED IN SOFTWARE WILL MEET THE REQUIREMENTS OF COMPANY OR THAT SOFTWARE WILL SATISFY ANY PARTICULAR BUSINESS, TECHNOLOGICAL, SERVICE, SECURITY, OR OTHER NEEDS OR

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REQUIREMENTS OF COMPANY; (c) SOFTWARE, UPDATES THERETO, OR MAINTENANCE THEREOF ARE FREE OF DEFECTS, PROBLEMS, BUGS, AND ERRORS OR THAT ALL DEFECTS, PROBLEMS, BUGS OR ERRORS WILL BE DETECTED OR CORRECTED; (d) SOFTWARE WILL DETECT ONLY, ANY, OR ALL SECURITY OR MALICIOUS CODE THREATS; OR (e) USE OF SOFTWARE AND UPDATES WILL KEEP COMPANY'S NETWORKS OR COMPUTER SYSTEMS FREE FROM ALL VIRUSES OR OTHER MALICIOUS/UNWANTED CONTENT OR SAFE FROM INTRUSIONS OR OTHER SECURITY ATTACKS/BREACHES.

12. Exclusions from and Limitation of Liability; Maximum Liability.

12.1 Exclusions from Liability. UNDER NO EVENT OR CIRCUMSTANCE AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), DELICT, CONTRACT, UNDER ANY CIVIL CODE, AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL TREND MICRO, ITS AFFILIATES, OR ITS OR THEIR SUPPLIERS, BE LIABLE TO COMPANY OR ITS AFFILIATES OR CONTRACTORS UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER FOR ANY CLAIMS, CAUSES OF ACTION, EXPENSES, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO: LOSS OF USE OF ANY NETWORKS, SYSTEMS, SOFTWARE, HARDWARE, COMPUTERS, OR DEVICES; COMPROMISE, LOSS, OR CORRUPTION OF DATA; LOST OR ANTICIPATED BUSINESS REVENUE; FAILURE TO REALIZE EXPECTED SAVINGS; REDUCTION IN REPUTATION, OR GOODWILL; PROCUREMENT OF SUBSTITUTE GOODS, SOFTWARE OR SERVICES; LOSS OF BUSINESS OPPORTUNITY; OR OTHERWISE FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, TREND MICRO'S (OR ITS AFFILIATES) PERFORMANCE UNDER THIS AGREEMENT, OR ANY PRODUCT, UPDATES, AND/OR MAINTENANCE, WHETHER OR NOT FORESEEABLE, EVEN IF THE EXCLUSIVE REMEDIES PROVIDED BY THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF TREND MICRO AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES.

12.2 Maximum Liability – Direct Damages. REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN EXPRESS OR IMPLIED OR STATUTORY WARRANTY OR GUARANTEE, MISREPRESENTATION, CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, UNDER ANY CIVIL CODE, AND/OR ANY OTHER OR EQUITABLE THEORY LEGAL THEORY, IN NO EVENT OR CIRCUMSTANCE SHALL TREND MICRO, ITS AFFILIATES, OR ITS OR THEIR LICENSERS/SUPPLIERS AGGREGATE LIABILITY TO COMPANY OR ITS AFFILIATES OR CONTRACTORS FOR ACTUAL DIRECT DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER EXCEED THE AMOUNT OF THE TOTAL LICENSE FEES AND OTHER AMOUNTS PAID OR PAYABLE BY COMPANY FOR THE PRODUCT GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMISSIBLE BY WRITTEN WAIVER, DISCLAIMER, LIMITATION, AND/OR EXCLUSION UNDER APPLICABLE LAW, REGARDLESS OF WHETHER OR NOT TREND MICRO, ITS AFFILIATES, LICENSORS, AND/OR SUPPLIERS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.3 Exceptions. NOTWITHSTANDING ANYTHING CONTAINED IN THIS SECTION 12 TO THE CONTRARY, TREND MICRO'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 12 IN THE EVENT OR CIRCUMSTANCE OF: (a) PERSONAL INJURY OR DEATH ARISING FROM TREND MICRO'S NEGLIGENCE; (b) EVENTS OR CIRCUMSTANCES ARISING FROM THE INTENTIONAL, WILLFUL, OR FRAUDULENT ACTS OF TREND MICRO; (c) BREACH OF TREND MICRO'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 10; OR (d) PAYMENT OF MONIES BY TREND MICRO UNDER ANY INDEMNITY AGREED HEREIN.

12.4 Basis of the Bargain. Each Party recognizes and agrees that the waivers, warranty limitations, as well as disclaimers and exclusions from and limitations of liability and/or remedies in this Agreement are a material and essential basis of this Agreement; reflect a reasonable allocation of risk between the Parties; are fair, reasonable, and a fundamental part of this agreement; and each has been taken into account and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement. The Parties acknowledge and agree that absent any of such waivers, disclaimers, exclusions, and/or limitations of liability/remedies, the provisions of this Agreement, including the economic terms, would be substantially different, or in the alternative, this Agreement would not have been consummated.

13. Intellectual Property Indemnity.

13.1 IP Claim Indemnity. Trend Micro (at its cost) will defend ONLY Company from each IP Claim and indemnify Company from the resulting costs and damages with respect to each such IP Claim finally awarded against Company ONLY that are specifically attributable to such IP Claim or those amounts agreed to by Trend Micro in a monetary settlement of such IP Claim, subject always to the conditions, qualifications and limitations in this Section 13. No settlement of any IP Claim will be made by Company (and Trend Micro will have no responsibility or obligation hereunder or otherwise therefor) without Trend Micro's express written consent, which may be withheld at its sole and absolute discretion. The obligation of Trend Micro under this Section 13 for any IP Claim is subject to and conditioned on Company giving Trend Micro: (a) prompt written notice of any IP Claim (but in any event notice in sufficient time for Trend Micro to respond without prejudice to its position), provided that a failure to provide notice shall only relieve Trend Micro of its indemnity obligation to the extent Trend Micro was prejudiced by such failure; (b) sole and complete control and authority over the defense, negotiations, and settlement of such IP Claim; and (c) reasonable requested information, cooperation and assistance, at Trend Micro's expense, with regard to the defense, negotiations, or settlement of such IP Claim. Without Company's consent, Trend Micro will not settle with respect to Company, any IP Claim to the extent such settlement requires that Company admit any liability on the part of Company with respect to such IP Claim or pay any money therefor. Company may participate in the defense of any IP Claim at its cost with counsel of its selection.

13.2 Exclusions. Trend Micro will have no obligation under this Section 13 or otherwise with respect to any IP Claims arising out of, based on, or related to the following: (a) any use of the Software not in accordance with this Agreement or its Documentation; (b) any modification of the Software not made by Trend Micro; (c) Trend Micro's compliance with Company's design, equipment or software requirements, specifications or instructions; (d) any use of any version, revision, or enhancements of the Software by Company other than the most current non-infringing release made available to Company at no charge if such current version would have avoided the IP Claim; or (e) any use of the Software in combination with other products, equipment, software, services, data, or technology not specified by the applicable Documentation where the IP Claim would not have arisen or would have been avoided but for such combination.

13.3 IP Claim Mitigation. Should any Software at any time become, or in Trend Micro's opinion be likely to become, the subject of an IP Claim, Trend Micro shall have the right, at its sole option to: (a) procure for Company the right to continue using the Software as licensed hereunder, or (b) modify the Software such that it no longer is the subject of an IP Claim, while maintaining substantially the same functionality of the unmodified Software. If neither (a) or (b) are commercially practicable in Trend Micro's opinion, Trend Micro may

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terminate this Agreement as to such Software and any related license granted hereunder as to the Software upon written notice, in which event Company will cease further use of the Software and return or uninstall and irrevocably destroy all copies of the subject Software (and Documentation) and, thereafter, Trend Micro will promptly refund to Company, the prorated portion of the license fees paid by Company for the remainder of any unexpired Subscription Period for such Software(s) or, if and to the extent such Software are licensed for a Perpetual Period, Trend Micro shall refund to Company all license fees paid by Company for the affected Software as amortized on a straight line basis over a three (3) year period and any unused, prepaid annual Maintenance fees. The Parties agree that any termination hereof in accordance with this Section 13 shall not be treated as a breach of this Agreement by Trend Micro and shall not entitle Company to any claim for damages, losses, or expenses of any kind or nature arising from or related to such termination including for replacement cost or loss of use of the Software or any lost profits, savings, or revenue arising from or related to the Software. This Section 13 states Trend Micro's sole and exclusive obligation and liability to Company, and Company's sole and exclusive right and remedy against Trend Micro, for any IP Claim. Except as set forth herein this Section 13, Company acknowledges and agrees that no indemnity is given by Trend Micro with respect to any Software or Appliance and Trend Micro specifically denies and disclaims any obligation to indemnify Company and/or its Affiliates from and against any other matter or thing in any event or circumstance.

14. Privacy; Security Update.

14.1 Privacy. By using any Product or in connection with any Trend Micro Maintenance, Company will cause certain information about Products and systems on which Products are deployed to be sent to Trend Micro owned/controlled servers strictly to improve services and functionality of the Software (*e.g.*, to improve security scanning, malware identification and threat protection). Further information about what Trend Micro does with, and how it protects, certain information that Company provides to Trend Micro is set forth in the Trend Micro Privacy Policy available at https://www.trendmicro.com/en_us/about/legal/privacy-policy-product.html, which Privacy Policy is incorporated herein by reference and made a part hereof for all purposes. Except where not permitted under mandatory Applicable Law in the European Economic Area (EEA), Company hereby consents to the use and disclosure of its data in accordance with the Privacy Policy.

14.2 Security Acknowledgement. Trend Micro does not warrant or guarantee that Products will detect, block, or completely remove or clean any or all applications, routines, and files that are malicious, fraudulent, or that Company does not use or want. Company agrees that the success of security efforts and the operation and protection of its Computers, networks, and data are dependent on factors solely under Company's control and responsibility, including, but not limited to: (a) the design, implementation, deployment, and use of hardware and software security tools in a coordinated effort to manage security threats; (b) the selection, implementation, and enforcement of appropriate internal security policies, procedures and controls regarding access, security, encryption, use, and transmission of data; (c) development of, and ongoing enforcement of, processes and procedures for the backup and recovery of any system, software, database, and any stored data; and (d) diligently and promptly downloading and installing all Updates to Products made available to Company.

15. Assignability/Severability. Company may not assign all or any portion of this Agreement, whether by contract, operation of law or otherwise, to any person, including any Affiliate, without written approval from Trend Micro. Any purported assignment by Company shall be void. Trend Micro may assign this Agreement, in whole or part, and delegate its obligations to qualified third parties or Trend Micro Affiliates, provided that no delegation of its obligations shall relieve Trend Micro of its obligations under this Agreement. Company agrees that if a court or other competent tribunal in any jurisdiction finds any provision of this Agreement invalid, such finding shall not affect any other provisions of the Agreement, which shall remain in full force and effect.

16. Waiver; Severability; Enforcement.

16.1 Waiver. A Party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver of the right to enforce that provision or any other provision of this Agreement at any time. No waiver of any provision of this Agreement will be valid unless in writing, specifying the provision to be waived, and signed by the Party agreeing to the waiver.

16.2 Severability; Enforcement. The unenforceability of any provision or provisions of this Agreement shall not impair the enforceability of any other part of this Agreement. In the event that any provision of this Agreement conflicts with the governing law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable in whole or in part by a court with jurisdiction over the Parties, such provision shall be deemed to be restated to the minimum extent necessary to render it valid, enforceable, and insofar as possible, reflect as nearly as possible the original intentions of the Parties. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable in accordance herewith.

17. Export/Import Control. The export or re-export of Software (and related technical data and services) and/or an Appliance (collectively "**Controlled Technology**") is subject to Applicable Laws with respect to the export (including "deemed export" and "deemed re-export" regulations) and import of Controlled Technology by Company and/or its Affiliates. Company agrees that it will at all times comply with each Applicable Law (now or hereafter in effect) that applies to direct/indirect export, re-export, or import of Controlled Technology by Company and/or its Affiliates and/or the performance of Company and/or its Affiliates hereunder that: (1) requires a license to, or otherwise prohibits the, export, re-export, import, diversion, or disclosure of such Controlled Technology; (2) prohibits or restricts sale, use, or access to certain technology/goods/services, to specified countries, and/or by defined persons; or (3) restricts or prohibits end-use of such Controlled Technology related to the development, production, use, or proliferation of nuclear, chemical or biological weapons, missiles, or other weapons of mass destruction. Company represents and warrants to Trend Micro that neither Company nor any of its Affiliates are under the control of, located in, or a resident or national of any country or region subject to any embargo or applicable trade sanction and are not a prohibited person or entity as defined in any Applicable Law.

18. Government Agency Use. All Products (including Software and Appliances) and accompanying Documentation have been developed solely at private expense by Trend Micro and/or its suppliers/licensors, consisting of commercially-available computer software, commercially-available hardware and appliances, and commercially-available documentation. The acquisition, deployment, duplication, disclosure, and use of Software (as Updated) by any Government Agency may be subject to mandatory Applicable Laws, *however*, except for the limited license granted in Section 2 above to any Software, no right, title, or interest in or to any Software (or Updates and Documentation) is granted or transferred hereunder to any Government Agency licensing such Software. If any Government Agency requires or needs greater or different rights in or to Software other than those rights that are granted in Section 2, the Parties will discuss such additional requirements and the additional fees/charges applicable thereto, and if additional or different rights are agreed, the Parties will enter into a specific written agreement with respect thereto. In this Section, "**Government Agency**" shall mean a national, federal, provincial, state, municipal, and/or local agency or entity in the Territory that acquires Products from Trend Micro under this Agreement for use by such Government Agency.

19. WEEE Directive. Trend Micro complies with the WEEE regulations. For information on the disposal of electronic waste, visit http://uk.trendmicro-europe.com/recycle.

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20. Force Majeure. If a Party's performance of any non-monetary obligation under this Agreement is prevented by earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, cyber-attacks, armed conflict, labor strike, lockout, or boycott, the affected Party will be excused from such performance, provided the affected Party: (a) provides prompt written notice of such interference, the nature of such interference and the expected duration of such interference to the other Party; (b) takes all steps reasonably necessary under the circumstances to mitigate the effects of the interfering condition; and (c) resumes performing its affected obligations hereunder promptly following the removal of such interfering condition. The other Party will be relieved from performing its affected obligations under this Agreement for the duration of such interference. Such delay or failure shall not constitute a breach of this Agreement.

21. No Third Party Beneficiaries. This Agreement is entered into solely between and for the benefit of, and may be enforced only by, the Parties hereto and no third party shall have any right/benefit hereunder, whether arising hereunder, under any statute now or hereafter enacted (such as Contracts (Rights of Third Parties) Act of 1999 in the UK and similar laws enacted in Ireland, Singapore, New Zealand, Hong Kong S.A.R., and certain states of Australia, the application of each of which is hereby barred and disclaimed), or otherwise. This Agreement does not, and shall not be deemed to, create any express or implied rights, remedies, benefits, claims, or causes of action (legal, equitable or otherwise) in or on behalf of any third parties including employees, independent consultants, agents, suppliers, and Affiliates of a Party, or otherwise create any obligation or duty to any third party.

22. Term; Expiration/Termination. This Agreement and the license rights granted hereunder to: (1) any Standalone Software or Test Software licensed for a Subscription Period shall remain in effect until the term of the license (as may be reflected on the applicable License Certificate) automatically expires; but (2) any Standalone Software that is licensed for a Perpetual Period shall continue to be licensed indefinitely (each a "**Term**"), *provided, however*, the Term is subject to earlier termination by either Party as set forth in this Section or elsewhere in this Agreement. Company may terminate this Agreement as to any or all Software licensed hereunder for any or no reason, effective upon notice to Trend Micro. Trend Micro may terminate this Agreement to any or all Software licensed hereunder, effective upon written notice to Company, if Company, materially or persistently breaches this Agreement as to such Software and such breach: (a) is incapable of cure such as breach of, or noncompliance with, Trend Micro's intellectual property rights; or (b) if being capable of cure, remains uncured for fourteen (14) days after Trend Micro provides notice of such breach to Company. In addition, Trend Micro may, at its option, terminate this Agreement as to any or all Software licensed hereunder if permitted under Applicable Law, effective immediately, if Company files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

Upon expiration or earlier termination of this Agreement as to all or a portion (as the case may be) of Software licensed hereunder, the licenses granted hereunder to such expiring or terminating Software (and its Documentation) shall immediately terminate, and Company shall immediately cease use thereof and will uninstall and destroy all copies of the Software (and Documentation) and certify the same to Trend Micro in writing. No expiration or termination shall affect Company's obligation to pay all charges and fees that may have become due before such expiration or termination, or entitle Company to any partial or full refund of amounts already received by Trend Micro, except as specifically set forth in Sections 11.1 and 13.3.

23. Trend Micro Licensing Entity; Governing Law; Dispute Resolution; Arbitration; Venue/Jurisdiction.

23.1 General; Trend Micro Licensing Entity. The Parties agree that the specific Trend Micro entity that is the Party to this Agreement for each individual transaction shall be the Trend Micro entity/Affiliated that is stipulated below and such entity shall be conclusively be deemed for all purposes, to be the Trend Micro Party to this Agreement and the publisher/licensor of Software, supplier of Appliances, and/or provider of Maintenance, that is procured by Company hereunder (in each instance, the "**Licensing Entity**"). The Parties agree that the governing law (without giving effect to its rules and principles relating to conflict of laws) as determine and agreed in this Section 23 shall solely and exclusively apply to and govern, interpret, and sets forth all of Trend Micro's and Company's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement and the Products provided/secured hereunder. The United Nations Convention on Contracts for the International Sale of Goods does not apply to, and is specifically excluded from application hereto, in any event or circumstance.

23.2 North America: If Company is located (as evidenced by the License Certificate) in the United States of America or Canada, the Licensing Entity of Product is stipulated as: Trend Micro Incorporated, 225 E. John Carpenter Freeway, Suite 1500, Irving, TX 75062. The Parties agree that this Agreement is solely and exclusively governed by the laws of the State of New York, USA. The Parties agree that the provisions of the Uniform Computer Information Transactions Act ("**UCITA**"), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Agreement, and the Parties waive any and all rights they may have under any laws(s) adopting UCITA in any form. The Parties mutually agree to and do hereby irrevocably submit and consent to the sole and exclusive *in personam* jurisdiction of: (a) the United States District Court for the Southern District of New York, located in the County of New York, but if such court shall determine that it does not and cannot have subject matter jurisdiction over such action, matter, or proceeding; then to, (b) the Supreme Court of the State of New York, located in the County of New York that will have such sole and exclusive *in personam* jurisdiction over such action, matter, or proceeding. In Canada, the following language shall apply hereto: The Parties have required that this Agreement be drawn up in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. *Les Parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.*

23.3 Central America and South America (except Brazil). If Company is located (as evidenced by the License Certificate) in Central America or South America (other than Brazil), the Licensing Entity of Product is stipulated as: Trend Micro Latinoamérica, S. A. de C. V., Insurgentes Sur No. 730 Piso 3, Colonia Del Valle, Delegación Benito Juárez, C.P. 03100, Ciudad de México, México, D. F. Tel: 3067-6000. The Parties agree that this Agreement is solely and exclusively governed by the federal laws of the Republic of Mexico. The courts located in Mexico City, Federal District, shall each have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

23.4 Brazil. If the Licensing Entity's principal place of business is located (as evidenced by the License Certificate) in Brazil, the Licensing Entity of Product is stipulated as: Trend Micro do Brasil, LTDA, Rua Joaquim Floriano, 1.120 – 2° andar, CEP 04534-004, São Paulo/Capital, Brazil. The Parties agree that this Agreement is solely and exclusively governed by the federal laws of Brazil. The courts located in São Paulo, Brazil shall each have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

23.5 Europe (other than Russia and Turkey) and Israel: If Company is located (as evidenced by the License Certificate) in Europe (other than Russia or Turkey) or Israel, the Licensing Entity of Product in all instances is stipulated as: Trend Micro EMEA Limited, a

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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.

.1 If Company is located (as evidenced by the License Certificate) in **Europe (other than Austria, France, Germany, Italy, Switzerland or the United Kingdom) or Israel**, the Parties agree that this Agreement is solely and exclusively governed by the laws of the Republic of Ireland. The Parties agree that the courts located in the Republic of Ireland shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

.2 If Company is located (as evidenced by the License Certificate) in the **United Kingdom**, this Agreement is governed by the laws of England and Wales. The Parties agree that the courts located in England shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

.3 If Company is located (as evidenced by the License Certificate) in **Austria, Germany or Switzerland**, this Agreement is governed by the laws of the Federal Republic of Germany, without regard to its principles of conflicts of law. The Parties agree that the courts located in Germany shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

.4 If Company is located (as evidenced by the License Certificate) in **France**, this Agreement is governed by the laws of France, without regard to its principles of conflicts of law. The Parties agree that the Commercial Courts of Paris shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

.5 If Company is located (as evidenced by the License Certificate) in **Italy**, this Agreement is governed by the laws of Italy, without regard to its principles of conflicts of law. The Parties agree that the courts of Milan shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

23.6 Russia, Turkey, Middle East (other than Israel) and Africa: If Company is located (as evidenced by the License Certificate) in **Russia, Turkey, Africa, or the Middle East** (other than Israel), the Licensing Entity of Product in all instances is stipulated as: Trend Micro DMCC, a limited liability company incorporated in United Arab Emirates having its registered office at Unit 3602, Jumeirah Business Centre 3, Jumeirah Lakes Towers, Dubai, United Arab Emirates. The Parties agree that this Agreement is solely and exclusively governed by the laws of England and Wales. The Parties agree that the courts located in England shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

23.7 Asia Pacific: If Company is located (as evidenced by the License Certificate) in **Australia, New Zealand, India, Malaysia**, the **Philippines**, or **Thailand**, the Licensing Entity of Product in all instances is stipulated as: Trend Micro Australia Pty Limited, Level 15, 1 Pacific Highway, North Sydney, New South Wales, 2060, Australia. If Company is located (as evidenced by the License Certificate) in **Singapore, Vietnam** or **Indonesia**, the Licensing Entity of Product in all instances is stipulated as: Trend Micro Singapore Pte Ltd., 8 Temasek Boulevard #09-04/05 Suntec Tower Three, Singapore. If Company is located (as evidenced by the License Certificate) in **Taiwan, Republic of Korea, Hong Kong SAR**, or **Macau SAR**, the Licensing Entity of Product in all instances is stipulated as: Trend Micro Inc., 8F, No.198, Tun-Hwa S. Road, Sec. 2, Taipei 106, Taiwan, Republic of China. If Company is located (as evidenced by the License Certificate) in the **Peoples Republic of China**, the Licensing Entity of Product in all instances is stipulated as: Trend Micro (China) Inc., 8th Floor, Century Ba-shi Building, No. 398 Huai Hai Zhong Road, Shanghai, China 20020.

.1 If Company is located (as evidenced by the License Certificate) in **Australia** or **New Zealand**, this Agreement is governed by the laws of New South Wales, Australia. The Parties agree that the courts located in New South Wales shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

.2 If Company is located (as evidenced by the License Certificate) in **Hong Kong SAR** or **Macau SAR**, this Agreement is governed by the laws of Hong Kong SAR. The Parties agree that the courts located in Hong Kong SAR shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

.3 If Company is located (as evidenced by the License Certificate) in **Taiwan**, this Agreement is governed by the laws of Taiwan, without regard to its principles of conflicts of law. The Parties agree that the courts located in Taiwan shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

.4 If Company is located (as evidenced by the License Certificate) in **the Republic of Korea**, this Agreement is governed by the laws of the Republic of Korea. The Parties agree that the courts located in the Seoul Central District Court of the Republic of Korea shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

.5 If Company is located (as evidenced by the License Certificate) in **Singapore, India, Indonesia, Malaysia**, the **Philippines, Vietnam**, or **Thailand**, this Agreement and the agreement to arbitrate is governed by the laws of Singapore, without regard to its principles of conflicts of law. The following **Irrevocable Mandatory Agreement to Arbitrate** with respect to matters set forth in and governed by this Section 23.7.5 (only) is hereby irrevocably agreed by the Parties:

a. The Parties irrevocably agree that each controversy, dispute, or claim in any way arising from, pertaining to, or in connection with this Agreement, any Products, or the performance/non-performance of both or either Party (each a "**Dispute**") will be solely and exclusively resolved by mandatory and binding arbitration that is administered by Singapore International Arbitration Center ("**SIAC**") which will be held and conducted in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("**SIAC Rules**") on the Effective Date. The arbitration award will be final and binding for the Parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law. In arriving at their award, the arbitrators shall make every effort to find a solution to the Dispute in the language of this Agreement and shall give full effect to all provisions hereof. However, if a solution cannot be found in the language of this Agreement, the arbitrators shall exclusively apply the substantive law of Singapore existing on the Effective Date hereof and are specifically divested by the Parties of any power or authority to: (i) apply any principles that would permit them to ignore this Agreement, or (ii) apply the law of any jurisdiction other than Singapore.

b. The number of arbitrators will be three (3), with each Party being entitled to appoint one arbitrator. The two (2) arbitrators appointed by the Parties will appoint a third arbitrator (who must be a lawyer with a multinational law firm and have a minimum of ten (10) years of experience in the field of computer software development, licensing, and distribution) who will act as chairman of the proceedings, or if no agreement is reached by such arbitrators within twenty (20) days of the last to be appointed, then the post of chairman will be filled by the president of SIAC at the request of either Party. Vacancies in the post of chairman will be filled by the president of SIAC in accordance with the SIAC Rules. Other vacancies will be filled by the respective nominating Party. Proceedings will continue from the stage they were at when the vacancy occurred.

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c. If one of the Parties refuses or otherwise fails to appoint an arbitrator within thirty (30) days of the date the other Party appoints its arbitrator, the Parties irrevocably agree that the first appointed arbitrator will be the sole arbitrator, provided that such arbitrator was validly and properly appointed in accordance with the SIAC Rules.

d. All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

.6 If Company is located (as evidenced by the License Certificate) in the **People's Republic of China**, this Agreement is governed by the laws of China, without regard to its principles of conflicts of law. The following **Irrevocable Mandatory Agreement to Arbitrate** with respect to matters set forth in and governed by this Section 23.7.6 (only) is hereby irrevocably agreed by the Parties:

a. The Parties irrevocably agree that each Dispute arising from or related to this Agreement, any Products, or the performance/non-performance of both or either Party will be finally settled by arbitration that is administered by Beijing Arbitration Commission ("**BAC**") which will be held and conducted in Beijing in accordance with the Arbitration Rules of Beijing Arbitration Commission ("**BAC Rules**") on the Effective Date. The arbitration award will be final and binding for the Parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law.

b. The number of arbitrators will be three (3), with each Party being entitled to select one arbitrator or authorize the chairman of the BAC to appoint one arbitrator. The third arbitrator shall be selected jointly by the Parties or nominated by the chairman of the BAC in accordance with a joint mandate given by the Parties. The third arbitrator shall be the presiding arbitrator.

c. All proceedings will be conducted, including all documents presented in such proceedings, in the Simplified Chinese language. The Simplified Chinese language version of this Agreement prevails over any other language version.

23.8 Provisional Remedies; No Waiver. Notwithstanding the Parties agreement to arbitrate in Sections 23.7.5 or 23.7.6 as the case may be, a Party may apply at any time to any court or courts having jurisdiction over the relevant Party or Parties for an order (that is NOT dispositive or final of any Dispute), including, but not limited to, an *ex parte* temporary restraining order, temporary injunction proceedings, or other provisional or interim/ancillary remedies or equitable relief (each a "**Temporary Action**") seeking protection: (1) of its Confidential Information provided hereunder as described in Section 10; or (2) from a breach of or non-compliance with any Software license grant in Section 2 of this Agreement or from infringement, misappropriation, or a violation of such applying Party's intellectual property rights forming a part of any Product or otherwise, including any and all rights protectable under intellectual property laws anywhere in the world such as (by way of example) patent, copyright, trade secret, and trademark law; *provided, however*, no such Temporary Action shall be a final disposition of any matter to be submitted to arbitration nor it shall compromise, limit, or avoid the sole and exclusive right of the arbitrators to decide and finally dispose of all Disputes subject to arbitration hereunder, including, without limitation, granting temporary or permanent relief of the subject of any request for Temporary Action. The institution and maintenance of a Temporary Action shall not be deemed an election of remedies or constitute a waiver or abrogation (in whole or in part) of the agreed right and obligation of each Party, including the plaintiff in any arbitration or Temporary Action, to submit each and every Dispute to arbitration, nor supersede or render inapplicable (all or in part) the agreed compulsory arbitration provisions of this Agreement.

23.9 Other Countries in the Territory Not Listed Above. If Company is located in any country or region not listed in any other subsection of this Section 23 (as evidenced by the License Certificate), the Licensing Entity of Product in each instance is stipulated as the Trend Micro Affiliate stated in the License Certificate. In each such instance, the Parties agree that this Agreement is solely and exclusively governed by the laws of England and Wales. The Parties agree that the courts located in England shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have caused this Agreement to be executed on the date(s) set forth below.

Trend Micro Incorporated	The State of Oregon, acting through Department of Administrative Services
By: DocuSigned by: 984779048E2545B	By:
Name: Robert Taylor	Name: Ginny Beckwith
Title: Associate General Counsel - The Americas	Title: Manager
Date: 10/31/2017	Date: October 31, 2017