

**ADDENDUM
TO THE
END USER LICENSE AGREEMENT**

THIS ADDENDUM to the End User License Agreement (this "**Addendum**") is dated and effective as of October 31, 2017 (the "**Addendum Effective Date**"), is by and between Trend Micro Incorporated, a California corporation, having a place of business at 225 E. John Carpenter Frwy, Suite 1500, Irving, TX 75062 (herein "**Trend Micro**") and Oregon Department of Administrative Services, having a place of business at 1225 Ferry St SE, Salem OR 97301 (herein "**Company**"). Trend Micro and Company, each a "**Party**" and collectively constitutes the "**Parties**."

RECITALS

WHEREAS, Trend Micro and Company entered into that certain End User License Agreement as of October 20, 2017 (the "**Agreement**") simultaneously with this Addendum;

WHEREAS, Company now wish to add specific provisions of the Agreement as specifically described below; and

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound agree to the following:

AGREEMENT

1. Section 10 of the Agreement (Confidentiality/Nondisclosure). Add the following text at the end of Section 10:

"Any obligation of Company to maintain the confidentiality of Trend Micro's proprietary information provided to Company under this Agreement is conditioned by and subject to Company's obligations under the Oregon Public Records Law, Oregon Revised Statutes (ORS) 192.410 to 192.505, which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.501 or ORS 192.502."

2. Section 8 of the Agreement (Records; Audit). Delete the last sentence of Section 8 and do not replace.

3. Section 23.2 (North America). Section 23.2 of the Agreement is hereby deleted and replaced in its entirety with the following:

"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 Oregon, USA without regard to its conflict of laws rules. 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 agree to comply with Applicable Laws. The Parties consent to the sole and exclusive *in personam* jurisdiction of the United States District Court for District of Oregon; or the Circuit Court of Marion County, located in Salem Oregon, and all proceedings shall be litigated and determined solely and exclusively in such courts. Any dispute

between the parties that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes.”

3. New Section of the Agreement. The following new Section is hereby appended to the Agreement as Section 24:

“24. **Attorney Fees.** Neither Party to this Agreement is entitled to obtain judgment from the other Party for attorney fees it has incurred in any litigation between the Parties or in defense of any claim asserted by a third party.”

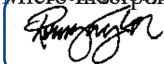
In each instance in which the terms and provisions of this Addendum modify and supersede all inconsistent terms and provisions of the Agreement the terms and provisions of this Addendum are ratified, confirmed and shall govern and control and the different or inconsistent provisions of the Agreement shall be deemed amended accordingly with respect to matters dealt with herein. The modified terms shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the Parties. Any term not modified in this Addendum to the Agreement shall continue to be enforceable as originally written and agreed upon.

The capitalized terms used in this Addendum which are not otherwise defined herein shall have the meaning set forth in the Agreement and, unless otherwise noted, article, section, schedule, attachment and exhibit references in this Addendum shall reference the respective article, section, schedule, attachment or exhibit in the Agreement.

This Addendum may be executed in several counterparts, all of which taken together shall constitute a single agreement between Parties.

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

Trend Micro, Incorporated

By: 
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Name: Robert Taylor

Title: Associate General Counsel - The Americas

Date: 10/31/2017

Oregon Department of Administrative Services

By: 

Name: Ginny Beckwith

Title: Manager

Date: October 31, 2017