

# Trend Micro End User License Agreement

Trend Micro Products/Services

Version: English/Multi-country

Purpose: Trial and Paid Use Subscription License

Date: February 2012

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- 24. COMPLIANCE WITH APPLICABLE LAWS.** You agree to comply with any local laws and regulations regarding your right to download, install, import, export or use the Trend Micro Products/Services. You acknowledge and agree that your use of the Trend Micro Products/Services may be subject to audit to ensure compliance with this Agreement. Trend Micro cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of Trend Micro or a third party, to protect the safety of the public or any person, or to prevent or stop any activity we may consider to be, or to pose a risk of being, illegal, unethical, inappropriate or legally actionable.
- 25. BACK-UP.** For as long as you use the Trend Micro Products/Services, you agree regularly to back-up your data, programs and files on a separate media. You acknowledge that the failure to do so may cause you to lose data, programs and files in the event that any error in the Trend Micro Products/Services causes problems and that Trend Micro is not responsible for any such loss of data.
- 26. AUDIT.** *For Entity licenses only.* Upon reasonable notice and during regular business hours, Trend Micro shall have the right to audit your use of the Trend Micro Products/Services to verify compliance with this Agreement. If the audit reveals unlicensed Computers, you or the entity you represent agree to pay the applicable subscription fees for unlicensed Computers at then current rates within fifteen (15) days of notice. If the fees payable for unlicensed use exceed five percent (5%) of fees actually paid for the audited time period, you agree to reimburse Trend Micro for the costs and expenses of the audit.
- 27. CONFIDENTIALITY/NONDISCLOSURE.** During the term of this Agreement or any trial or evaluation period, you may be exposed to certain information not generally known to the public that Trend Micro considers and treats as confidential and proprietary ("Confidential Information"), including but not limited to product serial numbers, registration keys or activation codes, and information that, due to its character or nature, a reasonable person in a like position and under like circumstances would treat as secret and confidential. During the term of this Agreement and at all times after its termination, You agree (i) to hold the Confidential Information in confidence; (ii) not to disclose Confidential Information to any third parties, except for employees and independent contractors who have a "need to know" and who have signed agreements containing disclosure and use restrictions no less stringent than those in this Section; and (iii) not to use Confidential Information for any purpose except as required to perform under this Agreement.
- 28. TERMINATION.** Trend Micro may terminate or suspend your rights under this Agreement immediately and without notice upon the earlier of the following: (a) non-renewal, cancellation or expiration of the Subscription Term or your failure to pay the applicable fees when due, (b) Trend Micro's discontinuance of the Trend Micro Products/Services, (c) failure to comply with any material term or condition of this Agreement, (d) you are using the Trend Micro Products/Services in a manner not intended or in violation of law, or (e) you no longer consent to electronic Communications. If any third party makes an intellectual property infringement claim relating to the Trend Micro Products/Services, Trend Micro reserves the right to immediately terminate your subscription to the affected Trend Micro Products/Services. You have the right to appeal any such termination by contacting your local Trend Micro office which will provide you with the details of the appeals process. Upon such termination, you agree to destroy all copies of the Trend Micro Products/Services software. You may terminate this Agreement at any point by destroying all copies of the Trend Micro Products/Services software and closing your account. Sections 1 through 4, 16 and 20 through 33 survive any termination of the Agreement.
- 29. EFFECT OF NON-RENEWAL OR TERMINATION.** Upon any non-renewal, termination, or expiration of your subscription to the Trend Micro Products/Services (i) the license granted herein will automatically and immediately terminate and you will have no further right to possess or use the Trend Micro Products/Services, (ii) the Trend Micro Products/Services may be disabled by Trend Micro without notice to you, and (iii) you will no longer have the right to access or retrieve your data. You acknowledge and agree that Trend Micro's policy is to automatically and irreversibly delete all of your data upon non-renewal, termination, or expiration of your subscription to the Trend Micro Products/Services and that it is solely your responsibility to seek another source for your needs. Trend Micro is under no obligation to give you opportunity to download your files prior to termination.
- 30. EXPORT CONTROL.** The Trend Micro Products/Services software is subject to export controls under the U.S. Export Administration Regulations. Therefore, the Trend Micro Products/Services software may not be exported or re-exported to entities within, or residents or citizens of, embargoed countries or countries subject to applicable

trade sanctions, nor to prohibited or denied persons or entities without proper government licenses. Information about such restrictions can be found at the following websites: <http://www.treas.gov/offices/enforcement/ofac/> and [www.bis.doc.gov/complianceandenforcement/ListsToCheck.htm](http://www.bis.doc.gov/complianceandenforcement/ListsToCheck.htm). As of the Date above, countries embargoed by the U.S. include Cuba, Iran, North Korea, Sudan and Syria. You are responsible for any violation of the U.S. export control laws related to the Trend Micro Products/Services software. By accepting this Agreement, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the Trend Micro Products/Services software.

**31. GENERAL.** This Agreement constitutes the entire agreement between you and Trend Micro. Unless your use of the Trend Micro Products/Services is subject to an existing, written contract signed by Trend Micro, this Agreement supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this Agreement. In the event that any provision of this Agreement is found invalid, that finding will not affect the validity of the remaining parts of this Agreement. The failure to enforce or the waiver by either party of a default or breach of the other party shall not be considered to be a waiver of any subsequent default or breach. If you or Trend Micro cannot perform its obligations in this Agreement because of any act of God, accident, strike, court order, fire, riot, war, failure of third party equipment, or any other cause not within the affected party's reasonable control and that could not be avoided through the exercise of reasonable care and diligence (a "Force Majeure Event"), then the non-performing party will: (i) promptly notify the other party; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the duration of the Force Majeure Event. If a Force Majeure Event continues for five (5) or more business days, Trend Micro may terminate your subscription to the Trend Micro Products/Services and this Agreement by providing written notice to you. Trend Micro may assign or subcontract some or all of its obligations under this Agreement to qualified third parties or its affiliates and/or subsidiaries, provided that no such assignment or subcontract shall relieve Trend Micro of its obligations under this Agreement. You may not assign this Agreement or any right under this Agreement to any party, including any affiliate, without written approval from Trend Micro; any purported assignment by you shall be null and void.

**32. GOVERNING LAW/TREND MICRO LICENSING ENTITY.**

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

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

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

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

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

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

**33. GOVERNMENT LICENSEES.** If the entity on whose behalf you are acquiring the Trend Micro Products/Services software is any unit or agency of the United States Government, then that Government entity acknowledges that the Trend Micro Products/Services software (i) was developed at private expense, (ii) is commercial in nature, (iii) is not



in the public domain, and (iv) is "Restricted Computer Software" as that term is defined in Clause 52.227 19 of the Federal Acquisition Regulations (FAR) and is "Commercial Computer Software" as that term is defined in Subpart 227.471 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS). The Government agrees that (i) if the Trend Micro Products/Services software is supplied to the Department of Defense (DoD), the Trend Micro Products/Services software is classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the Trend Micro Products/Services software and its documentation as that term is defined in Clause 252.227 7013(c)(1) of the DFARS, and (ii) if the Trend Micro Products/Services software is supplied to any unit or agency of the United States Government other than DoD, the Government's rights in the Trend Micro Products/Services software and its documentation will be as defined in Clause 52.227 19(c)(2) of the FAR.

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

TREND MICRO PRODUCTS/SERVICES IS PROTECTED BY INTELLECTUAL PROPERTY LAWS AND INTERNATIONAL TREATY PROVISIONS. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.