TREND MICRO DEEP SECURITY FOR WEB APPS

EXTENDED VALIDATION (EV) TERMS OF SERVICE

(7 January 2014 - v2.0)

Trend Micro Deep Security for Web Apps is a suite of products and services that includes Web App scanning and protection ("WAS Services") and SSL digital certificates ("SSL Services"), which customers may use separately or together (collectively called the "Services"). Some of the provisions of these Deep Security for Web Apps Extended Validation (EV) Terms of Services (this "Agreement") relate specifically to the WAS Services, some to the SSL Services, and some to both, as indicated below. The Definitions at the end of this Agreement contain important provisions which you should review to understand this Agreement.

YOUR PROFILE INFORMATION – SEE SECTION 12

Profile Organization
{Data Field – to be inserted}

Contract Signer for Profile Organization
{Data Field – to be inserted}

Person Requesting EV Authentication for Profile Organization
{Data Field – to be inserted}

Domain(s) Requested for Extended Validation Authentication
{Data Field – to be inserted}

Current Primary Administrator(s) for Profile Organization
{Data Field – to be inserted}…

Current Standard Administrator(s) on Account for Profile Organization
{Data Field – to be inserted}

1. The Terms of Service. By clicking the checkbox in the registration pages of the Services indicating your acceptance of the Terms of Service or transmitting a signed copy to us by other means, you and any entity you represent (collectively, "you" or "Subscriber") are hereby agreeing with Trend Micro ("Trend Micro", "we" or "us") to the following Terms of Service.

Important: the following agreement sets forth the terms and conditions under which Trend Micro or a Trend Micro Affiliate or Subsidiary is willing to provide the Services to you as an individual user or an authorized representative of an entity. By accepting this Agreement, you are entering into a binding legal contract with Trend Micro or a Trend Micro Affiliate or Subsidiary (each a "Trend Micro Entity"). The terms and conditions of this Agreement will then apply to your use of the Services. Please print this Agreement for your records and save a copy electronically.

You must read and accept this Agreement before you install or use the Services. If you are an individual, then you must be at least 18 years old and have attained the age of majority in the jurisdiction where you live to enter into this Agreement. If you are acquiring the Services on behalf of an entity, then you must be properly authorized to represent that entity and to accept this Agreement on its behalf.

We reserve the right from time to time to enhance, reduce, modify, or discontinue the Services and to impose new or different conditions on their use. We may change or update the Trend Micro Deep Security for Web Apps Basic Terms of Service at any time by posting the changes or updates on the Trend Micro website, and it is your responsibility to routinely review the Trend Micro Deep Security for Web Apps Basic Terms of Service from time to time. Your use of the Services after changes or updates to the Trend Micro Deep Security for Web Apps Basic Terms of Service are posted on Trend Micro's website shall constitute your acceptance of the Trend Micro Deep Security for Web Apps Basic Terms of Service as modified to the extent permitted by applicable law and shall modify this Agreement accordingly.

Under applicable standards, your Organization and each organization in a Profile in your account must be re-authenticated at periodic intervals in order for you to continue to use the SSL Services. You agree that this Agreement (as it may be changed or updated from time to time pursuant to the prior paragraph) shall continue to apply even after the Organization or any organization in a Profile in your account is re-authenticated, and that we will not be required to submit or agree to a new agreement with you following re-authentication of the Organization or any organization in a Profile in your account.

You warrant that you have the authority to agree to this Agreement on behalf of (1) the Organization named in your account and all present and future organizations that may be included in Profiles in your account and also (2) all Administrators named in your account and as well as all Administrators who may be added to your account in the future. You also agree that all present and future Administrators for your account (including Administrators for Profiles) shall have the roles and authority as described in the customer portal for the Services and related training and help materials, including the ability to appoint other Administrators and choose account and Profile preferences, and that this Agreement shall apply to all Administrators presently named in your account and any Profile and added to your account in the future.

2. Ineligible Parties. To the extent permissible by law, you are ineligible to subscribe to the Services if: (1) you are a competitor of ours, (2) you or your employees using the Services have been convicted of any computer or Internet-related crimes, (3) you are more than sixty (60) days past due on any monies owed to us, or (4) you are located in a region that is prohibited from using the Services by law.

3. Your Identity and Authority. You agree to provide current, accurate information in all electronic or hardcopy registration forms submitted in connection with the Services. You agree not to impersonate or in any way misrepresent your affiliation or authority to act on behalf of any person, company, or other entity. By subscribing to the Services or accepting the Agreement,

your personnel using the Services or accepting the Agreement certify that they are authorized to act on your behalf, and are authorized by you as a representative of an individual, business, or other legal entity having contractual usage rights granted by an ISP or Web Host owning or licensed to use, any and all IP addresses and the associated Devices to be used in connection with the Services You agree to cooperate with us in reasonable measures to verify the identity and authority of persons using the Services.

TERMS SPECIFICALLY APPLICABLE TO THE WAS SERVICES

4. Access to Web Apps; Responsibilities. You hereby grant us the right to access, use, assess and test the Web App(s) in order to perform the WAS Services on your behalf. You acknowledge and agree that our access and use of the Web App(s) is not subject to any "Terms of Use" or other terms or conditions that may be posted on, linked or otherwise provided with, the Web App(s). You represent that you are either the owner of the Web App(s) or have the authority to permit us to provide the WAS Services for the Web App(s). You agree to provide us with adequate written evidence thereof upon our request. In the event the Web App(s) is owned by a third party, you agree to indemnify us for any claims against us that arise from our providing the WAS Services on such Web App(s) .

You acknowledge and agree that it is your sole responsibility to update and maintain the Web App(s), including without limitation, fixing any security vulnerability revealed by the WAS Services. You further acknowledge and agree that your use of the WAS Services does not render or guarantee that the Web Apps will be invulnerable or free from unauthorized access. You further acknowledge and agree that you are responsible for providing all configuration data (hostnames, user accounts, etc.) needed to perform the WAS Services. Failure to provide configuration data does not release you from any responsibility in the Agreement. You acknowledge and agree that we shall not be responsible for any degradation in performance or interruption of Web App(s) service, loss or corruption of data, lost communications, or any other loss or damage of any kind arising from our performance of the WAS Services on the Web Apps.

5. Installation of Software on Your Servers and System. The WAS Services may include Web App protection that goes beyond automated and manual web and platform vulnerability scanning. If so, we will require you to download a piece of software (such as the Trend Micro Deep Security Agent) and install the software on your servers and systems to enable such additional features. You hereby (a) agree to download and install such software on your servers and systems at our request, and (b) give Trend Micro permission to install and run such software on your servers and systems in order to allow us to provide the Web App protection features of the WAS Services to you.

6. Prohibited Uses. You must never use or direct the WAS Services to interact with IP addresses for which you are not expressly authorized to do so. You must not use the WAS Services in such a way as to create unreasonable load on IP addresses to which you have directed the WAS Services to interact. You may not use the WAS Services, directly or indirectly, to initiate, propagate, participate, direct or attempt any attack, hack, or crack, or send

bandwidth saturation, malicious or potentially damaging network messages to any IP address. If you gain access to any information for which you are not authorized by means of the WAS Services, by any method or means, or for any reason, you must report such access to us immediately and destroy all electronic or hard copies of such information. You must report incidents by email with return receipt requested to us at the email address or telephone number displayed for the WAS Services on our website. Any breach of the above covenants will result in immediate termination of the Services and, if appropriate, referral to law enforcement authorities. You may not, and you may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the WAS Services software; or to copy, modify, translate, adapt, alter, or create derivative works from the WAS Services software.

7. Disclaimer – WAS Services. THE WEB APP SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND. YOU UNDERSTAND THAT ASSESSING COMPUTER SECURITY IS HIGHLY COMPLEX AND CHANGEABLE. YOU UNDERSTAND THAT USE OF THE WEB APP SERVICES IS AT YOUR OWN RISK. USE OF THE WEB APP SERVICES COULD DEGRADE OR OTHERWISE HAVE AN ADVERSE IMPACT ON OR INTERRUPT THE PERFORMANCE OF YOUR NETWORK OR SERVER(S). WE, OUR OFFICERS, DIRECTORS AND EMPLOYEES ARE NOT RESPONSIBLE FOR YOUR USE OF THE WEB APP SERVICES OR ANY RELATED RESULTS. WE MAKE NO WARRANTY THAT THE WEB APP SERVICES WILL FIND ALL VULNERABILITIES IN YOUR NETWORK OR SERVER(S), OR THAT THE SOLUTIONS SUGGESTED AND ADVICE PROVIDED IN ANY REPORTS OR DOCUMENTATION YOU RECEIVE FROM US CONCERNING THE WEB APP SERVICES WILL BE COMPLETE OR ERROR-FREE. WE SHALL BE HELD HARMLESS AND FREE FROM ALL LIABILITIES FOR ANY USE OR APPLICATION OF THE INFORMATION PROVIDED BY US IN CONNECTION WITH USING THE WEB APP SERVICES. ADDITIONALLY, WE MAKE NO WARRANTY THAT THE WEB APP SERVICES WILL ALWAYS BE AVAILABLE, THAT THEY WILL BE ERROR FREE, OR THAT THEY WILL MEET YOUR REQUIREMENTS. YOU USE THE WEB APP SERVICES OR ANY RELATED THIRD PARTY SERVICES AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICES AS A RESULT OF USING THE WEB APP SERVICES. WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE WEB APP SERVICES OR THIS AGREEMENT.

8. Limitation of Liability – WAS Services. You expressly agrees that we shall have no liability or obligation, whether arising from contract, tort, warranty, or otherwise, for any loss of revenue, profit, data, use of money, use of time, or for any incidental, consequential, special, or indirect damages, foreseen, foreseeable, unforeseeable, or otherwise, arising from your use of the WAS Services, to the extent allowed by law. This limitation applies to all claims or causes of action including but not limited to those arising from Web Service availability, your access and use of third party services, content or software, or any other matter relating to the WAS Services. You agree that our liability for all causes of actions relating to the Agreement and any matters relating to our delivery of, or your use of, the WAS Services shall not exceed the monies paid to us for the Services in the 12 months preceding the proper service of the cause of action.

9. Indemnity – WAS Services. You agree to indemnify, hold harmless, and defend us, our officers, directors, employers, agents, suppliers, licensors, and third party information providers, or other related parties from and against all losses, damages, costs, and attorney's fees ("Claims") resulting from your violation of this Agreement or any action by you, your employees, or agents, whether intentional, malicious, inadvertent, wrongful or negligent, related to your account, your use of the WAS Services, or any other person or persons who uses your user account. You agree that we will NOT be required to indemnify you against such Claims made against you by others as a result of your use of the WAS Services.

10. Copyright and Intellectual Property. All content provided by us in connection with the WAS Services is protected under copyright law. Unless authorized in writing by us or elsewhere in this Agreement, you must not reproduce or distribute in any form, whether or not for commercial purposes, any part of the WAS Services. Unless indicated otherwise, you may view, download, copy, and print our documents from the WAS Services, as long as such documents are for your use only and are not posted, distributed, modified, including being defaced or remove copyright, trademark or other intellectual property ownership notices.

11. Information Collection. In addition to registration information, we must process and store certain information about your Web Apps, network, and equipment to provide the WAS Services and related support services. To improve our WAS Services, we may also upload information periodically from installed WAS Services including its usage or potentially unwanted files and use Web Service traffic to improve our data bases and develop or improve our services as effectively as possible. The WAS Services may also include our Web Reputation Service, which will verify your main URL as well as certain foreign links in your website against certain web reputation services. Our WAS Services are not designed to capture or retain any personal or private information, including Protected Health Information (PHI).

You agree that we may (a) use uploaded data from installed WAS Services to improve products and services; (b) share data that has been identified as malicious or unwanted content with worldwide affiliates and security partners, and share URL and link data from your website with web reputation services to obtain information for our web reputation service; (c) use and disclose uploaded data for analysis or reporting purposes only if any such use, sharing or disclosure does not identify you or include any information that can be used to identify any individual person; (d) share information about the possible breaches of the system with you and your agents and representatives; and (e) have reasonable access to your systems for providing effectively the WAS Services. Any data received by us shall be maintained in accordance with Trend Micro's Privacy Policy which can be found at www.trendmicro.com. We reserve the title, ownership and all rights and interests to any intellectual property or work product resulting from its use and analysis of such information.

TERMS SPECIFICALLY APPLICABLE TO THE SSL SERVICES

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12. Extended Validation (EV) Certificates. As a condition to being able to obtain EV Certificates through your account, you agree as follows.

12.1 Authority of Present and Future Primary Administrators and Standard Administrators for Your Profiles. This Organization has previously authorized certain Administrators to use your Profiles (see list displayed at the beginning of this Agreement) for the SSL Services, and now wishes to authorize them (i) to submit information on your behalf to obtain EV Certificates and (ii) to request, approve, and use EV Certificates on your behalf. The powers and authority of Primary Administrators and Standard Administrator are described in the customer portal for the Services and related training and help materials.

12.1.1 You hereby ratify and approve the listed Primary Administrators and Standard Administrators for use of your Profile, including for the request, approval, and use of EV Certificates.

12.1.2 You hereby delegate authority to and authorize all Primary Administrators for your Account (including both those current Primary Administrators and those additional Primary Administrators who may be appointed and authorized by a Primary Administrator in the future) to appoint additional Primary Administrators and Standard Administrators in the future with authority to act on your behalf without the need for further approval by you, including but not limited to the authority to submit information on your behalf and to request, approve, and use EV Certificates on your behalf in the future.

12.1.3 You hereby authorize all Administrators for your Account (including both those current Administrators and those additional Administrators who may be appointed and authorized by a Primary Administrator in the future) to submit information on your behalf and to request, approve, and use EV Certificates on your behalf in the future according to the authorizations they are granted in the customer portal.

12.2 Contract Signer's Representations and Warranties.

The person signing or agreeing to this Agreement on behalf of the Organization as the Contract Signer hereby makes the following additional representations and warranties:

(i) You are the person whose name is listed on this page or displayed with this Agreement as the Contract Signer and are acting as an authorized representative of the Profile Organization whose name is listed or displayed with this Agreement,

(ii) You are expressly authorized by your Organization and the Profile Organization (if different) to sign Subscriber Agreements and to approve EV Certificate requests (and to authorize others to approve EV Certificate Requests) on your Organization's behalf

(iii) We and your Organization and the Profile Organization (if different) are entering into a legally valid and enforceable Agreement that creates extensive obligations on the Organization and the Profile Organization (if different) as an applicant for EV Certificates;

(iv) You acknowledge that an EV Certificate serves as a form of digital identity for your Profile Organization, and the loss or misuse of this identity can result in great harm to your Profile Organization; and

(v) By signing or agreeing to this Agreement, you acknowledge that you have the authority to obtain the digital equivalent of your Profile Organization's stamp, seal, or officer's signature (as applicable in your Profile Organization's jurisdiction) to establish the authenticity of your Profile Organization's website, and that your Profile Organization will be responsible for all uses of its EV Certificate.

12.3 Our Obligations. We agree to do the following: (i) we will authenticate all Primary and Standard Administrators before giving them access to your account through the use of a user name; (ii) we will provide you with a list of all authorized Primary and Standard Administrators upon your request at any time; (iii) you may revoke the authority of any Primary or Standard Administrator by contacting us with such request; and (iv) we will periodically reconfirm the authority of all Primary and Standard Administrators and Administrators for your Profile by means of an email message, Agreement renewal, or other communication with you using the contact information you provide to us offering you an opportunity to you to delete or change the list of authorized Primary and Standard Administrators.

13. Processing a Certificate Request; Obligations of the Parties.

13.1. Trend Micro Obligations. Trend Micro will: (a) issue Certificates in accordance with our CPS; (b) perform authentication of Subscribers as described in our CPS; (c) revoke Certificates as described in our CPS; and (d) perform any other functions which are described within our CPS. Upon Trend Micro's receipt of the necessary payment (if any) and upon completion of authentication procedures required for the Certificate selected, Trend Micro will process a Certificate Request. If the Certificate Request is approved, Trend Micro will issue you a Certificate for your use in accordance with this Agreement. After you receive your Certificate, you must review the information in it and promptly notify Trend Micro of any errors. Upon receipt of such notice, Trend Micro may revoke the issued Certificate and issue you a corrected Certificate.

13.2. Your Obligations. You are required and agree to (a) submit truthful information about yourself and your business entity, domain ownership and contacts, as applicable, (b) not install or use the Certificate until you have reviewed and verified the accuracy of the data in each Certificate; (c) at all times abide by our CPS and the terms and conditions of this Agreement, (d) install and use all Certificates in compliance with all applicable laws and solely for authorized Organization business. You agree you will only use the Certificate for purposes of negotiating SSL sessions, and that you are solely responsible for the protection of your Private Key and for notifying us immediately in the event that your Private Key has been Compromised.

14. Use Restrictions. You are prohibited from using your Certificate (a) for or on behalf of any other organization; (b) to perform private or public key operations in connection with any domain and/or organization name other than the ones you submitted on your Certificate

Request; or (c) for use as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage.

15. Revocation. If you discover or have reason to believe there has been a Compromise of your private key, or the information within your Certificate is incorrect or has changed, or if any organization name and/or domain name registration has changed, or for any other reason stated in the Trend Micro CPS, you must immediately notify Trend Micro. Trend Micro retains the right to revoke your Certificate at any time without notice if (a) Trend Micro discovers that the information within your Certificate is no longer valid; (b) you fail to perform your obligations under the terms of this Agreement; or (c) as otherwise provided in Trend Micro's CPS.

16. Problem Reporting. If you wish to report complaints or suspected Private Key Compromise, Certificate misuse, or other types of fraud, compromise, misuse, or inappropriate conduct related to Certificates at any time, you agree to follow the Problem Reporting procedures stated in Trend Micro's CPS.

17. Obligations upon Revocation or Expiration. Upon expiration or notice of revocation of your Certificate, you shall permanently remove your Certificate from all devices on which it is installed and shall not use it for any purpose thereafter.

18. Representations and Warranties – SSL Services.

18.1 Trend Micro Representations and Warranties. Trend Micro represents and warrants that (a) its issuance of Certificates shall comply in all material respects with our CPS; and (b) its revocation services and use of a Repository conform to our CPS in all material aspects; and (c) those other representations and warranties stated in our CPS.

18.2 Your Representations and Warranties. You represent and warrant to us and to all Relying Parties and Application Software Suppliers as follows:

(a) You agree that the requirements of this Agreement are a condition of obtaining a Certificate and using the SSL Services;

(b) All information material to the issuance of a Certificate that you provide to us in any Certificate Request and as otherwise required by us will be accurate and complete;

(c) You will review and verify the contents of all Certificates for accuracy before use and specifically you will not install and use an Certificate until you have reviewed and verified the accuracy of all data in each Certificate;

(d) You have the legal authority to order and use (or to provide to a Parent, Subsidiary, or Affiliate for use) Certificates (i) containing the Profile of any Parent, Subsidiary, or Affiliate of yours, or (ii) for any domain or IP address which is registered to any Parent, Subsidiary, or Affiliate of yours, and you have authorized all Parents,

Subsidiaries, or Affiliates of yours to do the same with your Profile and all domains and IP addresses that are registered to you. In such event, you represent and warrant that all Parents, Subsidiaries, and Affiliates of yours shall be legally bound by the terms of this Agreement in connection with such Certificates.

(e) You will promptly cease using a Certificate and its associated Private Key, and promptly request us to revoke a Certificate, in the event that: (a) any information in the Certificate is, or becomes, incorrect or inaccurate, or (b) there is any actual or suspected misuse or Compromise of the Private Key associated with the Public Key included in the Certificate;

(f) The information you provide (including your e-mail address) in any Certificate Request does not infringe the Intellectual Property Rights of any third party;

(g) You will take all reasonable measures to maintain sole control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in any requested Certificate and any associated activation data or device (e.g. password or token);

(h) You will install Certificates only on servers that are accessible at the domain names listed in the Certificate, and use the Certificate solely in compliance with all applicable laws and in accordance with this Agreement and our Certification Practice Statement (CPS);

(i) Each digital signature created using your private key is your digital signature, and each Certificate you use has been accepted and is operational (not expired or revoked) at the time each digital signature is created;

(j) You will promptly cease all use of the Private Key corresponding to the Public Key included in a Certificate upon revocation of that Certificate for reasons of Key Compromise;

(k) You will respond to our instructions concerning private key Compromise or Certificate misuse within the period specified; and

(l) You acknowledge and accept that we are entitled to revoke a Certificate immediately if you violate the terms of this Agreement or if we discover that a Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware.

19. Disclaimers of Warranties – SSL Services. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN SECTION 18.1 ABOVE AND IN OUR CPS, TREND MICRO EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, WITH RESPECT TO THE SSL SERVICES, THIS AGREEMENT, OUR CPS OR ANY CERTIFICATE ISSUED HEREUNDER, INCLUDING WITHOUT LIMITATION,

ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE OF A CERTIFICATE OR ANY SERVICE (INCLUDING, WITHOUT LIMITATION, ANY SUPPORT SERVICES) PROVIDED BY TREND MICRO AS DESCRIBED IN THIS AGREEMENT, AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE OR COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, TREND MICRO FURTHER DISCLAIMS AND MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, TO ANY SUBSCRIBER OR ANY RELYING PARTY THAT (I) THE SUBSCRIBER TO WHICH IT HAS ISSUED A CERTIFICATE IS IN THE FACT THE PERSON, ENTITY OR ORGANIZATION IT CLAIMS TO HAVE BEEN (II) A SUBSCRIBER IS IN FACT THE PERSON, ENTITY OR ORGANIZATION LISTED IN THE CERTIFICATE, OR (III) THAT THE INFORMATION CONTAINED IN THE CERTIFICATES OR IN ANY CERTIFICATE STATUS MECHANISM COMPILED, PUBLISHED OR OTHERWISE DISSEMINATED BY TREND MICRO, OR THE RESULTS OF ANY CRYPTOGRAPHIC METHOD IMPLEMENTED IN CONNECTION WITH THE CERTIFICATES IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE.

IT IS AGREED AND ACKNOWLEDGED THAT SUBSCRIBERS ARE LIABLE FOR ANY MISREPRESENTATIONS MADE TO TREND MICRO AND RELIED UPON BY A RELYING PARTY. TREND MICRO DOES NOT WARRANT OR GUARANTEE UNDER ANY CIRCUMSTANCES THE "NON-REPUDIATION" BY A SUBSCRIBER AND/OR RELYING PARTY OF ANY TRANSACTION ENTERED INTO BY THE SUBSCRIBER AND/OR RELYING PARTY INVOLVING THE USE OF OR RELIANCE UPON A CERTIFICATE.

IT IS UNDERSTOOD AND AGREED UPON BY SUBSCRIBERS AND RELYING PARTIES THAT IN USING AND/OR RELYING UPON A CERTIFICATE THEY ARE SOLELY RESPONSIBLE FOR THEIR RELIANCE UPON THAT CERTIFICATE AND THAT SUCH PARTIES MUST CONSIDER THE FACTS, CIRCUMSTANCES AND CONTEXT SURROUNDING THE TRANSACTION IN WHICH THE CERTIFICATE IS USED IN DETERMINING SUCH RELIANCE.

THE SUBSCRIBERS AND RELYING PARTIES AGREE AND ACKNOWLEDGE THAT CERTIFICATES HAVE A LIMITED OPERATIONAL PERIOD AND MAY BE REVOKED AT ANY TIME. SUBSCRIBERS AND RELYING PARTIES ARE UNDER AN OBLIGATION TO VERIFY WHETHER A CERTIFICATE IS EXPIRED OR HAS BEEN REVOKED. TREND MICRO HEREBY DISCLAIMS ANY AND ALL LIABILITY TO SUBSCRIBERS AND RELYING PARTIES WHO DO NOT FOLLOW SUCH PROCEDURES. MORE INFORMATION ABOUT THE SITUATIONS IN WHICH A CERTIFICATE MAY BE REVOKED CAN BE FOUND IN TREND MICRO’S CPS.

Trend Micro provides no warranties with respect to another party's software, hardware or telecommunications or networking equipment (a) utilized in connection with the use, issuance, revocation or management of Certificates or (b) providing other services (including, without

limitation, any support services). Subscribers and Relying Parties agree and acknowledge that Trend Micro is not responsible or liable for any misrepresentations or incomplete representations of Certificates or any information contained in such Certificates caused by another party's application software or graphical user interfaces. The cryptographic key-generation technology used by Subscribers and Relying Parties in conjunction with the Certificates may or may not be subject to the intellectual property rights of third parties. It is the responsibility of Subscribers and Relying Parties to ensure that they are using technology that is properly licensed or to otherwise obtain the right to use such technology.

20. Indemnity – SSL Services. Unless otherwise set forth in the CPS and/or this Agreement, you hereby agree to indemnify and hold Trend Micro (including, but not limited to, its officers, directors, employees, agents, successors and assigns) harmless from any claims, actions, or demands that are caused by the use or publication of a Certificate and that arise from (i) any false or misleading statement of fact by the Subscriber (or any person acting on the behalf of the Subscriber) (ii) any failure by the Subscriber to disclose a material fact, if such omission was made negligibly or with the intent to deceive; (iii) any failure on the part of the Subscriber to protect its Private Key and Certificate or to take the precautions necessary to prevent the Compromise, disclosure, loss, modification or unauthorized use of the Private Key or Certificate; or (iv) any failure on the part of the Subscriber to promptly notify Trend Micro of the Compromise, disclosure, loss, modification or unauthorized use of the Private Key or Certificate once the Subscriber has constructive or actual notice of such event. The terms of this Section 20 will survive any termination of this Agreement.

21. Limitations of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL THE CUMULATIVE LIABILITY OF TREND MICRO FOR ANY AND ALL CLAIMS OR DAMAGES (A) RELATED TO THE INSTALLATION OF, USE OF OR RELIANCE UPON A CERTIFICATE OR (B) FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT, TO YOU, SUBSCRIBERS AND/OR RELYING PARTIES UNDER ANY CAUSE OF ACTION, OR ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL OR EQUITABLE THEORY OR IN ANY OTHER WAY, EXCEED THE AMOUNT PAID TO TREND MICRO FOR THE SERVICES UNDER THIS AGREEMENT BY YOU AND/OR SUBSCRIBER OVER THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM (EXCEPT THAT FOR CLAIMS FROM SUBSCRIBERS AND RELYING PARTIES ARISING FROM OR RELATED TO EXTENDED VALIDATION (EV) CERTIFICATES, THE MAXIMUM SHALL BE TWO THOUSAND U.S. DOLLARS ($2,000.00) PER SUBSCRIBER OR RELYING PARTY PER EV CERTIFICATE).

NOTWITHSTANDING THE FOREGOING, TREND MICRO SHALL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FOR BREACH OF A STATUTORY DUTY OR IN ANY OTHER WAY (EVEN IF TREND MICRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR:

(I) ANY ECONOMIC LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS);

(II) TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY LOSS OR DAMAGE RESULTING FROM DEATH OR INJURY OF SUBSCRIBER AND/OR ANY RELYING PARTY OR ANYONE ELSE;

(III) ANY LOSS OF GOODWILL OR REPUTATION; OR

(IV) ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, SPECIAL, PUNITIVE, EXEMPLARY DAMAGES

IN ANY CASE WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE WITHIN THE CONTEMPLATION OF THE PARTIES AT THE TIME OF THE APPLICATION FOR, INSTALLATION OF, USE OF OR RELIANCE ON THE CERTIFICATE, OR AROSE OUT OF ANY OTHER MATTER OR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY SUPPORT SERVICES) UNDER OUR CPS OR WITH REGARD TO THE USE OF OR RELIANCE ON THE CERTIFICATE.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT APPLY TO A SUBSCRIBER AND/OR A RELYING PARTY BUT SHALL BE GIVEN EFFECT TO THE FULL EXTENT PERMITTED BY LAW.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY ON A CERTIFICATE-BY-CERTIFICATE BASIS, REGARDLESS OF THE NUMBER OF TRANSACTIONS OR CLAIMS RELATED TO EACH CERTIFICATE, AND SHALL BE APPORTIONED FIRST TO THE EARLIER CLAIMS TO ACHIEVE FINAL RESOLUTION.

In no event will Trend Micro be liable for any damages to Subscribers, Relying Parties or any other party arising out of or related to the use or misuse of, or reliance on any Certificate issued under this Agreement or the CPS that: (i) has expired or been revoked; (ii) has been used for any purpose other than as set forth in this Agreement or the CPS; (iii) has been tampered with; (iv) with respect to which the Key Pair underlying such Certificate or the cryptography algorithm used to generate such Certificate's Key Pair, has been Compromised by the action of any party other than Trend Micro (including without limitation the Subscriber or Relying Party); or (v) is the subject of misrepresentations or other misleading acts or omissions of any other party, including but not limited to Subscribers and Relying Parties.

In no event shall Trend Micro be liable to the Subscriber, Relying Party or other party for damages arising out of any claim that a Certificate infringes any patent, trademark, copyright, trade secret or other intellectual property right of any party.

TERMS APPLICABLE TO ALL SERVICES (WAS SERVICES AND SSL SERVICES)

22. Conduct and Content. You agree to the following provisions: (a) you will use the Services in a responsible, businesslike manner in accordance with the law; (b) you are responsible for your conduct while using the Services, as well as for any content you post,

distribute, transmit or solicit from others while using the Services; (c) you will not use the Services in such a way as to distribute, link-to, transmit or solicit any content of any type that: (i) is unlawful, libelous, violates a contract, or regulation; (ii) is obscene, harmful to minors, pornographic, invasive to another's privacy, racist, unethical, or otherwise offensive; (iii) advocates or solicits criminal behavior, violence or racism; (iv) infringes on someone's intellectual property rights, copyright, or other right; (v) constitutes unauthorized or unsolicited commercial communications such as bulk or spam email; (vi) contains any computer code designed to disrupt, damage or impair any computer or network systems and software, such as viruses, Trojans, back doors, or macros, whether or not any damage occurs; (vii) surreptitiously intercepts, downloads, copies, detrimentally interferes with, damages, or expropriates any system, data, or personally identifying information; (h) defaces the Web site or Services in any way; or (viii) reveals your account access information such as your password or secret question; and (d) you will comply with all applicable laws, regulations, and our policies regarding on-line conduct and content.

23. Security. You agree not to provide access to the Services by: (a) allowing others to use your account; (b) creating an account for someone who is not authorized to perform the role or view the information for which you have granted access; or (c) failing to revoke access for those persons who are no longer authorized to access the Services for any reason. You will immediately notify us of any unauthorized access from your account or the accounts of others for which you have administrative authority, including the use of accounts, passwords, or any other breach of security. You will not solicit another party's password for any reason. You will not access someone else's account, nor disrupt, interfere, or limit the functioning of the Services, or others' enjoyment of the Services.

24. Payment for the Services; Breach for Non-Payment. You agree to pay for the Services according to the stated price and terms in any quotation, purchase order or invoice mutually agreed by the parties or as stated on our website. You are in breach of this Agreement if you fail to pay any amount owed to us when due, subject to a ten day grace period, or you fail to comply with the Agreement. Unless otherwise stated, fees for Services are due in advance and subject to payment terms in the invoice(s) for the Services, which are incorporated into the Agreement by reference. If you are in default, we may take any or all of the following actions to remedy the default and protect our interests: (a) declare all unpaid monies immediately due and payable; (b) terminate the Services; and (c) take any other lawful action we may deem appropriate to enforce your obligations under the Agreement. You agree to pay costs and reasonable attorney's fees we may incur enforcing our rights under this Agreement.

25. Sales/Use Tax. You agree to pay all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated hereby, except for taxes based on our net income, but including the taxes which would be levied, imposed or charged subsequent to subscribing to the Service but effective in respect to the Services subscribed. We reserve the right to recover such sums at any time during the period of providing Services or after its Termination, and non-payment of such taxes by the you shall amount to Breach of the Agreement, entitling us to remedies detailed under the heading "Payment for the Services; Breach for Non-Payment" above.

26. Privacy

26.1 Personnel Information. By agreeing to this Agreement, you also agree that we may collect and use your personnel's personally identifying information in accordance with the Trend Micro Privacy Policy (available at our website). You also agree to make commercially reasonable efforts to avoid accessing or revealing private or personally identifying information using the Services, and to comply with any provisions of the Trend Micro Privacy Policy that may affect use of the Services. The Trend Micro Privacy Policy is incorporated here by reference, and is subject to change from time to time at our sole discretion.

26.2 Certificate Information. Trend Micro may insert in your Certificate any information that you provide to us in your Certificate Request. Trend Micro may also (a) publish your Certificate and information about its status in the Repository; and (b) use such information for the purposes set out in this Agreement and in the Trend Micro Privacy Policy. You are aware that Trend Micro will process and/or transfer the information you provide in your Certificate Request in the United States and in any other jurisdictions where Trend Micro maintains a presence. Except for the foregoing, information submitted by you will be kept confidential by Trend Micro, and Trend Micro will not release such information without your prior consent.

26.3. Aggregate Customer Information. Notwithstanding the previous subsection, Trend Micro may disclose customer information on an aggregate basis, and you hereby grant to Trend Micro a license to do so, including the right to modify the aggregated customer information and to permit third parties to perform such functions on its behalf.

26.4 Other Privacy Provisions. Except as otherwise provided in this Section 26, Trend Micro shall not disclose to any third party any personally identifiable information about any customer that Trend Micro obtains in its performance of the Services hereunder. However, Trend Micro may make such information available (i) to courts, law enforcement agencies or other third parties (including release in response to civil discovery) upon receipt of a court order or subpoena or upon the advice of Trend Micro's legal counsel, (ii) to law enforcement officials and others for the purpose of investigating suspected fraud, misrepresentation, unauthorized access, or potential illegal activity by you in the opinion of Trend Micro and (iii) to third parties as may be necessary for Trend Micro to perform its responsibilities under this Agreement.

27. Confidentiality. Except as provided in the Trend Micro Privacy Policy, you and we agree, for a period of five (5) years following expiration or termination of the Services, to hold each other's Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the disclosing party. The parties agree to use such Confidential Information of the disclosing party only for the purpose of performing the party's obligations under this Agreement. Further, the receiving party shall use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party, but in no event less than reasonable care. You understand and agree that we may transfer your data, which is gathered by the Services purchased by you, to our data centers outside of your nation for purposes of fulfilling our obligations under the Agreement. "Confidential Information" shall mean non-public, proprietary information including,

without limitation, the scan results from your use of the WAS Services (including all related reports and documents), and any information, technical data or know-how relating to discoveries, ideas, inventions, concepts, software, equipment, designs, drawings, specifications, techniques, processes, models, data, source code, object code, documentation, diagrams, flow charts, research, development, business plans or opportunities, business strategies, future projects or products, projects or products under consideration, procedures, and information related to finances, costs, prices, vendors of a party and its employees which is disclosed by such party or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally, or by drawings or inspection of equipment or software, to the other party or any of its employees or agents. You agree that the password or secret question used by you to access your account to receive Services shall be treated as Confidential Information. The obligations to protect Confidential Information under this Section shall not apply to information which: (a) is or becomes publicly known through no act or failure to act on the part of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) became rightfully known to the receiving party, without confidential or proprietary restrictions, from a source other than the disclosing party; (d) is approved by the disclosing party for disclosure without restriction; (e) is or was developed independently by the receiving party without use of or reference to any of the Confidential Information and without violation of any confidentiality restriction; or (f) is required to be disclosed by law.

The foregoing confidentiality obligation shall not apply, however, to information appearing on Certificates, information relating to Certificate revocation, or to information regarding Subscribers that is already in the possession of or separately acquired by Trend Micro.

28. Use of Interactive Services. Any forums, chat rooms, support tools or other interactive tools that are associated with the Services are intended as tools to discuss computer security issues, our generally available products, services, and other business, and technical issues related to the use of the Services. The interactive services are not intended to register complaints and may not be used by you to solicit for business. We do not normally screen or edit user content or monitor interactive services, except as necessary to provide technical and user support, but reserve the right to do so in the future. We are not responsible for any unintended or prohibited content.

29. Consent to Electronic Communications. We may be required to send you legal notices and other communications about the Services or our use of the information you provide us ("Communications"). We will send Communications to you via in-product notices or via email to your registered email address, or will post Communications on our website. By accepting this Agreement, you consent to receive all Communications through these electronic means only and acknowledge and demonstrate that you can access Communications on our websites.

30. Term and Termination. You agree that the terms of this Agreement shall remain in effect for as long as you subscribe to or renew the Services and until all your Certificates have expired or been earlier revoked. You agree that this Agreement can only be terminated by you after you have stopped using the Services, have paid all monies owed to us, and all your Certificates have expired or been earlier revoked. You agree that we can terminate this

Agreement at any time with or without cause if we have reason to believe that you are violating the terms in any way, or if the Service is permanently discontinued. Each renewal of Services shall be subject to these or modified Terms of Services in effect at the time of renewal.

31. Entire Agreement. You acknowledge that this Agreement with the Trend Micro Privacy Policy constitute the entire agreement between you and us. You agree that this Agreement supersedes any prior agreements or statements made verbally or in writing.

32. Severability. You agree that if any term in this Agreement is deemed to be invalid, unlawful or unenforceable for any reason, all other terms shall remain in force.

33. Governing Law/Trend Micro Entity.

North America: If you are located in the United States or Canada, the Trend Micro Entity is: Trend Micro Incorporated, 225 E. John Carpenter Freeway, Suite 1500, Irving, Texas 75062 U.S.A. Fax: (408) 257-2003 and the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of the is governed by the laws of the State of California, USA.

Latin America: If you are located in Spanish Latin America (other than in any countries embargoed by the U.S.), the Trend Micro Entity is: Trend Micro Latinoamérica, S. A. de C. V., Insurgentes Sur No. 813, Piso 11, Col. Nápoles, 03810 México, D. F. Tel: 3067-6000 and the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of Mexico. If you are located in Brazil, the Trend Micro Entity is Trend Micro do Brasil, LTDA, Rua Joaquim Floriano, 1.120 – 2º andar, CEP 04534-004, São Paulo/Capital, Brazil and the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of Brazil.

Europe, Middle East and Africa: If you are located in the United Kingdom, the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of England and Wales. If you are located in Austria, Germany or Switzerland, the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of the Federal Republic of Germany. If you are located in France, the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of France. If you are located in Italy, the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of Italy. If you are located in Europe, the Trend Micro Entity 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 (other than in those countries embargoed by the U.S.), or Europe (other than Austria, France, Germany, Italy, Switzerland or the U.K.), the Trend Micro Entity 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 the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of the Republic of Ireland.

Asia Pacific (other than Japan or any countries embargoed by the U.S.): If you are located in Australia or New Zealand, the Trend Micro Entity 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 or Tel: +612 9870 4888 and the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of New South Wales, Australia.

If you are located in the People's Republic of China, the Trend Micro Entity is Trend Micro (China) Inc., 8th Floor, Century Ba-shi Building, No. 398 Huai Hai Zhong Road, Shanghai, China 20020, and the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of People's Republic of China laws, and you agree that any dispute related to this Agreement must be submitted to the Beijing Arbitration Commission, Tel: 86-21-63848899, If you are located in Hong Kong, India, Indonesia, Malaysia, the Philippines, Singapore, Taiwan or Thailand, the Trend Micro Entity 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, the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of Hong Kong. If you are located in India, the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of India. If you are located in Indonesia, Malaysia, the Philippines, Singapore, or Thailand, the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of Singapore. If you are located in Taiwan, the enforceability, construction, interpretation, and validity of this Agreement and any Certificates issued under this Agreement shall be governed by the substantive laws of Taiwan.

Japan: If you are located in Japan, the Trend Micro Entity is Trend Micro Incorporated, Shinjuku MAYNDS Tower, 1-1 Yoyogi 2-Chome, Shibuya-ku, Tokyo 151-0053, Japan and this agreement is governed by laws of Japan.

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.

34. Dispute Resolution. Prior to commencing any litigation, Trend Micro and you agree to seek an amicable settlement of any disputes or claims, provided that either party may commence litigation at any time to avoid prejudice to any rights in equity or law.

35. Waiver of Rights. You agree that the only way to waive rights under this Agreement is explicitly and in writing. Any failure to enforce any right under this Agreement will not waive that right.

36. Fiduciary Relationships. Trend Micro is not an agent, fiduciary, trustee, or other representative of yours and the relationship between Trend Micro and you is not that of an agent and a principal. Trend Micro makes no representation to the contrary, either explicitly, implicitly, by appearance or otherwise. You have no authority to bind us by contract or otherwise, to any obligation.

37. Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations hereunder to the extent and while such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, or labor difficulties or any other similar cause beyond the reasonable control of the party.

38. Compliance with Laws and Export Requirements. You acknowledge and agree to use the Services and Certificates in compliance with all applicable laws and regulations, including without limitation all applicable export laws and regulations. We may refuse to issue or may revoke Certificates if in our reasonable opinion the continued use the Services or the issuance and continued use of such Certificates would violate applicable laws and regulations.

39. Non-Assignment. Except as stated otherwise, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights in this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

40. Notices and Communications. You agree to make all notices, demands or requests to Trend Micro with respect to this Agreement in writing to the "Contact" address listed on the Trend Micro website, with a copy to: General Counsel, Legal Department, Trend Micro, Inc., 10101 N. De Anza Blvd., Cupertino, CA, 95014 USA.

Definitions Applicable to this Agreement

“Administrator” means any of the administrator roles included in the Services for your Organization and for any organization in a Profile in your account, including but not limited to Global Administrator, Certificate Administrator, Detection Administrator, Detection & Protection Administrator, Primary Administrator, and Standard Administrator, each with the roles and authority as described in the customer portal for the Services and related training and help materials.

“Affiliate” means an organization which is controlled by one entity, which controls such entity or which is under common control with such entity; “control” means the direct or indirect ownership of more than fifty percent (50%) of the shares or interests entitled to vote for the directors of such entity or the equivalent, for so long as such entitlement exists, or equivalent power over management.

“Application Software Supplier” means a supplier of Internet browser software or other relying-party application software that displays or uses Certificates and has included our root certificates in its software.

“Certificates” means digital certificates, including EV Certificates, provided to you through the SSL Services that you may use to support SSL/TLS sessions between a web browser and a web server owned or controlled by you using encryption.

“Certification Practice Statement” or “CPS” means a document, as revised from time to time, representing a statement of the practices Trend Micro employs in issuing Certificates. Trend Micro’s CPS is published at http://webappsecurity.trendmicro.com/resources/ or such other URL as Trend Micro may use in the future as a Repository for documents relating to the SSL Services.

“Certificate Request” means a request for a Certificate submitted by anyone who has been authorized to request a Certificate from us through the SSL Services or otherwise.

“Compromise” - See description of compromise in “Key Compromise.”

“Intellectual Property Rights” means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

“Key Compromise” - A Private Key is said to be compromised if its value has been disclosed to an unauthorized person, an unauthorized person has had access to it, or there exists a practical technique by which an unauthorized person may discover its value. A Private Key is also considered compromised if methods have been developed that can easily calculate it based on the Public Key such as a Debian weak key or if there is clear evidence that the specific method used to generate the Private Key was flawed.

“Organization” means the organization or entity which is listed for the Services and which accepts this Agreement and uses the Services provided by Trend Micro. The Organization is the Subscriber for any Certificate or Certificates issued pursuant to the terms of this Agreement.

“Parent” means an organization that owns enough voting stock in another organization to control management and operations by influencing or electing its board of directors; the second company being deemed as a subsidiary of the parent company.

“Profile” means an organization that has been authorized to receive SSL Services on your account.

“Profile Organization” means the organization included in a Profile, which may or may not be the same as your Organization.

"Relying Party" shall mean an individual or organization that acts in reliance on a Certificate.

"Relying Party Agreement" shall mean an agreement setting forth the terms and conditions under which an individual or organization acts as a Relying Party, such as the Trend Micro Relying Party Agreement published in the Repository.

"Repository" shall mean the collection of documents located at the link for the Repository or Resources which may be accessed from the Trend Micro website.

“Services” means the WAS Services and SSL Services provided to you pursuant to this Agreement, as such Agreement may be changed from time to time.

“SSL Services” means those services offered by us that are branded as part of the Trend Micro Web Application Security services or that have been purchased by you, and are provided for the purposes of allowing you to order SSL digital certificates from us.

"Subscriber" means a person, organization, or entity that is the owner of or has the right to the device that is the subject of, and has been issued a Certificate, and is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate at issue. For Certificates issued through the SSL Services, you (or the person or entity for whom you are acting) are the Subscriber.

“Subsidiary” means an organization that is completely or partly owned by another organization that owns more than half of the subsidiary's stock, and which normally acting as a holding corporation which at least partly or (when as) a parent corporation, wholly controls the activities and policies of the daughter corporation. The controlling entity is called its parent company, parent, or holding company.

“Trend Micro” refers to Trend Micro, Inc., a Japanese corporation and/or any of its Affiliates or Subsidiaries, as applicable.

"WAS Services" means those automated Web App vulnerability scanning, platform protection, integrity monitoring, and reputation services offered by us that are branded as part of the Trend Micro Web Application Security services or that have been purchased by you, including all related reports and documents.

“Web App” or “Web Application” means a group of related host names and user login credentials. You will provide the host names to us representing the Web Apps to be tested by the WAS Services.

[v1.5 JAN 2014]