

Trend Micro End User License Agreement

Software: Trend Micro Consumer Products

Version: English/Multi-country

Purpose: Trial and Paid Use Subscription License

Date: December 2011 v.6

IMPORTANT: THE FOLLOWING AGREEMENT ("AGREEMENT") SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH TREND MICRO INCORPORATED OR AN AFFILIATE LICENSOR ("TREND MICRO") IS WILLING TO LICENSE THE "SOFTWARE" AND ACCOMPANYING "DOCUMENTATION" 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. THE TERMS AND CONDITIONS OF THE AGREEMENT THEN APPLY TO YOUR USE OF THE SOFTWARE AND SUBSCRIPTION 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 Software. If you are an individual, then you must be at least 18 years old and have attained the age of majority in the state, province or country where you live to enter into this Agreement. If you are acquiring the Software on behalf of an entity, then you must be properly authorized to represent that entity and to accept this Agreement on its behalf.

If you are downloading or activating the Software for trial purposes or purchasing a license to the Software, you accept this Agreement by selecting the "I accept the terms of the license agreement" button or box below. If you or the entity you represent does not agree to the terms of this Agreement, select "I do not accept the terms of the license agreement". Then no Agreement will be formed and you will not be permitted to evaluate, purchase or install and use the Software. If you purchased the Software from a retail store and do not accept the Agreement, you may return the Software in its original package with the purchase receipt to the retail store where purchased within thirty (30) days of purchase for a refund less restocking fees, if any.

NOTE: SECTION 11 OF THIS AGREEMENT LIMITS TREND MICRO'S LIABILITY. SECTIONS 3, 12, 13 AND 14 LIMIT OUR WARRANTY OBLIGATIONS AND YOUR REMEDIES. SECTION 6 TELLS YOU WHAT INFORMATION WE COLLECT FROM THE SOFTWARE YOU INSTALL. SECTION 10 SETS FORTH IMPORTANT RESTRICTIONS ON THE USE OF THE SOFTWARE. BE SURE TO READ THESE SECTIONS CAREFULLY BEFORE ACCEPTING THE AGREEMENT.

- 1. APPLICABLE AGREEMENT AND TERMS.** This Agreement applies to Trend Micro Consumer Products ("Software"). When installing the Software, you may be prompted to accept the same or another version of Trend Micro's license terms; the terms of the first agreement you accept will apply to your use of the Software. All rights in this Agreement are subject to your acceptance of this Agreement. *Paid licenses:* If you have purchased a license to the Software, Sections 1, 2 and 4 through 28 of this Agreement apply to you. *Trial license:* If you have not purchased a license to the Software and are installing the Software for trial or evaluation purposes, you are a "trial user" and Sections 1, 3 through 20 and 23 through 28 of this Agreement apply to you.
- 2. PAID USE SUBSCRIPTION LICENSE.** For each license purchased, Trend Micro grants you a non-exclusive, non-transferable, non-assignable right to install and use during your Subscription Term only the Software on no more than the maximum number of client, personal or handheld computers (each a "Computer") for which license fees have been paid as specified on your invoice, receipt, order confirmation, or other purchase documentation. Product licenses for home use must be used by end users in the same household. License fees must be paid for each Computer on which the Software is installed, provided that it may only be installed on one operating system per Computer. Where any license fees or similar payments due from you to Trend Micro under this Agreement is subject to deduction or withholding of income-tax at source in accordance with any applicable tax law or regulation, you shall: (i) pay to Trend Micro such sum as shall be increased to the extent necessary to ensure that, after making of that withholding, Trend Micro receives and retains, free from any liability in respect of such withholding, a net sum equal to what it would have received and so retained had no such withholding been required; and (ii) pay to the relevant taxation or other authorities within the period for payment required by applicable law the full amount of the withholding.
- 3. TRIAL USE SUBSCRIPTION LICENSE.** If you are a trial user, Trend Micro grants you the right to download, install and use one (1) copy of the Software on a Computer during your Subscription Term as defined in Section 7 below. At the end of your Subscription Term, this Agreement expires automatically. You may purchase a paid license to the Software by selecting the Buy Now option in the Software or by contacting an authorized Trend Micro reseller listed on one or more of its sponsored websites, such as www.trendmicro.com ("Sites"). YOU AGREE THAT IF YOU PURCHASE A SUBSCRIPTION LICENSE TO THE SOFTWARE AT ANY TIME PRIOR TO THE END OF THE

TERM OF YOUR TRIAL SUBSCRIPTION, YOU IRREVOCABLY FORFEIT, WAIVE AND RENOUNCE ANY TIME REMAINING IN THE TERM OF YOUR TRIAL SUBSCRIPTION AFTER YOU ACTIVATE (AS DESCRIBED IN SECTION 5) THE PAID SUBSCRIPTION LICENSE TO THE SOFTWARE, THEREFORE, IF YOU WANT THE FULL BENEFIT OF YOUR TRIAL SUBSCRIPTION, DO NOT ACTIVATE YOUR PAID USE SUBSCRIPTION LICENSE UNTIL AFTER EXPIRATION OF THE TERM OF YOUR TRIAL SUBSCRIPTION. If you do not purchase a subscription license, you agree to destroy all copies of the Software within fifteen (15) days of the expiration of this Agreement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TREND MICRO SOFTWARE AND RELATED DOCUMENTATION USED FOR TRIAL PURPOSES ARE PROVIDED "AS IS" WITHOUT PERFORMANCE PROMISES ("WARRANTIES") OF ANY KIND. Note that Section 12 limits Trend Micro's warranty obligations.

4. **UPDATES.** The Software requires Updates to work effectively. "Updates" are new patterns, definitions or rules for the Software's security components and minor enhancements to the Software and accompanying documentation. Updates are only available for download and use during your Subscription Term as defined in Section 7 below. Upon download, Updates become "Software" for the purposes of this Agreement. Updates may require additional or different license terms that must be accepted before download. Updates will replace previously licensed parts of the Software, but will not increase the authorized number of Computers or registered users. Trend Micro will use reasonable efforts to provide notice of material changes to the Software or changes to the terms of this Agreement by emailing you at the address provided in your registration and by posting them on Trend Micro's main website, www.trendmicro.com. It is your responsibility to check the website to learn of these modifications. Changes to these terms, which may be made at Trend Micro's sole and exclusive discretion, will be effective upon acceptance of this Agreement (as described herein) for new subscriptions and effective for all existing users thirty (30) calendar days after the posting of the new terms on Trend Micro's website at www.trendmicro.com. You agree to be bound to the terms of the Agreement, as modified. If you do not agree to the modified terms you are not permitted to use the Software and must terminate your subscription immediately; you will be entitled to a pro rata refund of the remaining unused subscription license fee.
5. **SOFTWARE ACTIVATION/REGISTRATION.** To receive Updates and other available "Subscription Services" set forth in Section 8, you must activate the Software and/or register with Trend Micro. These controls help ensure that the Software operates only on validly licensed Computers and that validly licensed end users receive applicable Subscription Services. Registration requires a valid product serial number and a valid email address for renewal and other legal notices.
6. **INFORMATION COLLECTION.** In addition to product registration information, Trend Micro must process and store certain information about your network and equipment to provide Subscription Services and related support services. To improve its products, Trend Micro may also upload information periodically from installed Software about product usage, detected malware or potentially unwanted files and use Service traffic to improve its data bases and develop or improve its services as effectively as possible. Trend Micro products are not designed to capture or retain any personal or private information. In the event you provide Trend Micro with personally-identifiable information, all such information shall be maintained in accordance with Trend Micro's Privacy Policy which can be found at www.trendmicro.com. You agree that Trend Micro may (i) use uploaded data from installed Software to improve products and services; (ii) share data that has been identified as malicious or unwanted content with worldwide affiliates and security partners; and (iii) use and disclose uploaded data for analysis or reporting purposes only if any such use, sharing or disclosure does not identify you or include any information that can be used to identify any individual person. Trend Micro reserves the title, ownership and all rights and interests to any intellectual property or work product resulting from its use and analysis of such information.
7. **SUBSCRIPTION TERM.** *For paid subscription licenses:* The "Subscription Term" for paid subscription licenses starts on the date you receive the product serial number and ends 12, 24 or 36 months later, depending on the number of subscription months purchased. Note that secondary licenses expire on the same date as the primary license regardless of the date of activation of the secondary license. You must purchase a Software upgrade or renew the Subscription Term for your product serial number for your Software to continue to function or operate and to continue receiving applicable Subscription Services after the Subscription Term. Software upgrades and Subscription Term renewals may require additional or different license terms. *For trial use:* The "Subscription Term" for trial use starts on the date you receive the product serial number and ends on the earlier to occur of: (1) 30, 60 or 90 days later, depending on the stated or authorized trial period; or (2) the date you activate a paid subscription license to the Software..
8. **SUBSCRIPTION SERVICES.**
 - A. **Updates.** During the Subscription Term, registered and trial users are entitled to Updates for use with the Software on each licensed Computer.

B. Technical support. During the Subscription Term, registered, validly licensed and trial users are entitled to email and/or web-based technical support during business hours but only in certain limited languages. *Important:* Toll or toll-free telephone support may be available for registered or validly licensed end users of certain products and in some countries only; for details, see www.trendmicro.com/support/consumer.

9. OPTIONAL SERVICES.

A. Software-Based Services. During the Subscription Term, Trend Micro grants registered and trial users of certain Consumer Products the right to enable optional Services for use with the Software on each licensed Computer. These Services may screen and check content by making outside queries to Trend Micro servers, which may be located outside the country where the Software was purchased.

B. TrendSecure. During the Subscription Term, Trend Micro grants registered users of Trend Micro Internet Security PRO, Trend Micro Titanium Antivirus+, Trend Micro Titanium Internet Security, Trend Micro Titanium Maximum Security and Trend Micro Online Guardian in certain countries the right to use TrendSecure online services. To access TrendSecure, those users must set up a password-protected account using a valid product serial number and registered email address. Use of TrendSecure is governed by its Terms of Use available at www.Trendsecure.com. Trend Micro reserves the right to enhance, reduce, modify, or discontinue TrendSecure and to impose new or different conditions on its use by posting updated Terms of Use. You acknowledge that TrendSecure is provided for free and Trend Micro reserves the right to enhance, reduce, modify, or discontinue TrendSecure at any time without notice in its sole discretion and to impose new or different conditions on its use by posting updated terms of use on Trend Micro's website.

10. USE RESTRICTIONS. The Software is licensed not sold. Trend Micro and its suppliers own their respective title, copyright and the trade secret, patent rights and other intellectual property rights in the Software and their respective copyright in the documentation, and reserve all respective rights not expressly granted to you in this Agreement. You agree that you will not rent, loan, lease or sublicense the Software, use components of the Software separately or use the Software to provide services to others. You also agree not to attempt to reverse engineer, decompile, modify, translate, disassemble, discover the source code of, or create derivative works from, any part of the Software. You also agree not to authorize others to undertake any of these prohibited acts. You may only use the Software in the region for which the Software was authorized to be used or distributed by Trend Micro.

11. LIMITED LIABILITY.

A. SUBJECT TO SECTION 11(B) BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TREND MICRO OR ITS SUPPLIERS BE LIABLE TO YOU (i) FOR ANY LOSSES WHICH WERE NOT REASONABLY FORSEEABLE AT THE TIME OF ENTERING INTO THIS AGREEMENT OR (ii) FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND OR FOR LOST OR CORRUPTED DATA OR MEMORY, SYSTEM CRASH, DISK/SYSTEM DAMAGE, LOST PROFITS OR SAVINGS, OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE OR SUBSCRIPTION SERVICES. THESE LIMITATIONS APPLY EVEN IF TREND MICRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY.

B. SECTION 11(A) DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF TREND MICRO OR ITS SUPPLIERS IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE.

C. SUBJECT TO SECTIONS 11(A) AND 11(B) ABOVE, IN NO EVENT WILL THE AGGREGATE LIABILITY OF TREND MICRO OR ITS SUPPLIERS FOR ANY CLAIM, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE SOFTWARE LICENCE AND SUBSCRIPTION SERVICE FEES PAID OR OWED BY YOU.

D. THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE BASED ON THE FACT THAT CUSTOMERS USE THEIR COMPUTERS FOR DIFFERENT HOME AND BUSINESS PURPOSES. THEREFORE, ONLY YOU CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO YOUR NEEDS IN THE EVENT AN ERROR IN THE SOFTWARE OR SERVICES CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE BUSINESS REASONS, YOU AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEES CHARGED FOR THE SOFTWARE AND SUBSCRIPTION SERVICES WOULD BE HIGHER.

12. LIMITED WARRANTY. Trend Micro warrants that the Software will perform substantially in accordance with the accompanying documentation for 30 days from the date of purchase. Trend Micro does not warrant that the Software will meet your requirements or that your use of the Software will be uninterrupted or error-free. GIVEN THE NATURE AND VOLUME OF MALICIOUS AND UNWANTED ELECTRONIC CONTENT, TREND MICRO DOES NOT WARRANT THAT THE SOFTWARE OR UPDATES ARE COMPLETE OR ACCURATE OR THAT THEY DETECT, REMOVE OR CLEAN ALL, OR ONLY, MALICIOUS OR UNWANTED APPLICATIONS AND FILES. SEE SECTION 15 FOR ADDITIONAL RIGHTS YOU MAY HAVE.

***For Australian Residents only:** To file a claim under this limited warranty, you must contact the Trend Micro support group representative for your region. Contact numbers can be found at www.trendmicro.com/support/consumer. You may also contact the licensor of the Software in Australia, Trend Micro Australia Pty Ltd., via email at legalnotice@trendmicro.com or by mail at Suite 302, Level 3, 2-4 Lyon Park Road, North Ryde, New South Wales, 2113, Australia. Neither Trend Micro nor Trend Micro Australia Pty Ltd shall be responsible for any costs you incur in making a claim under this section. The benefits of this warranty are in addition to any other rights and remedies in relation to the Software you may be entitled to under Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

13. REMEDIES. If the Software does not conform to the limited warranty in Section 12 above ("Limited Warranty"), Trend Micro will (a) correct the error with an Update; (b) help you workaroud the error; or (c) refund the cost of the Software. *For Australian Residents only: if the Software does not conform to the Limited Warranty and the failure is not a major failure under the Australian Consumer Law, Trend Micro will (a) correct the error with an Update; (b) help you workaroud the error; or (c) refund the cost of the Software.* THIS LIMITED WARRANTY IS VOID IF THE SOFTWARE ERROR IS THE RESULT OF ACCIDENT, ABUSE, ALTERATION, OR MISUSE OF THE SOFTWARE OR PROBLEMS OR ERRORS RESULTING FROM THE USE OF THE SOFTWARE WITH PROGRAMS THAT HAVE SIMILAR FUNCTIONS OR FEATURES OR ARE INCOMPATIBLE WITH THE SOFTWARE. TREND MICRO WILL WARRANT REPLACEMENT SOFTWARE OR UPDATES FOR THE REMAINDER OF THE ORIGINAL LIMITED WARRANTY PERIOD. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS SECTION STATES TREND MICRO'S ENTIRE LIABILITY AND YOUR SOLE REMEDY FOR ANY ERRORS IN THE SOFTWARE.

14. NO OTHER WARRANTIES OR REMEDIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 12, THE TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, (EXPRESS OR IMPLIED), CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ANY IMPLIED WARRANTIES RELATING TO THE SOFTWARE WHICH CANNOT BE DISCLAIMED SHALL BE LIMITED TO 30 DAYS (OR THE MINIMUM LEGAL REQUIREMENT) FROM THE DATE YOU ACQUIRE THE SOFTWARE.

15. CONSUMER AND DATA PROTECTION. SOME COUNTRIES, STATES AND PROVINCES, INCLUDING MEMBER STATES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSION OR LIMITATION OF LIABILITIES AND DISCLAIMERS OF WARRANTIES (SECTIONS 11 AND 12) MAY NOT FULLY APPLY TO YOU. YOU MAY HAVE ADDITIONAL RIGHTS AND REMEDIES. SUCH POSSIBLE RIGHTS OR REMEDIES, IF ANY, SHALL NOT BE AFFECTED BY THIS AGREEMENT. The Software may operate by forwarding certain data ("Forwarded Data") to Trend Micro owned or controlled servers for security scanning and for performing relevant services. As a condition of using the Software and by accepting this Agreement You represent and warrant that: (i) You are legally permitted and authorized to access, and to provide Trend Micro with access to, the Forwarded Data and agree to provide Trend Micro with evidence of such authorization upon request; (ii) You authorize Trend Micro to act as your data processing agent and at your discretion; (iii) you undertake to inform the source of the Forwarded Data, to the extent required by local law, of the scope and purpose of the service components of the Software, which may entail the transfer of Forwarded Data to servers outside your jurisdiction (including outside the European Union); (iv) you agree that you are responsible for deciding if and how you use the Software; and (v) you represent that you will otherwise use the Software only in a legal manner and in compliance with applicable laws. If you are located in Europe, you agree Trend Micro and you are bound by the « standard contractual clauses for the transfer of personal data to processors established in third countries », issued by the European Commission in a decision dated February 5, 2010 and available at http://www.cnil.fr/fileadmin/documents/Vos_responsabilites/Transferts/CCT-2010-Ss_Traitants_VE.pdf, which is incorporated hereto by reference. Information relating to data processing and

technical and organizational processes are described in the relevant accompanying documentation. In the event of any breach of the representations and warranties in this Section, Trend Micro may with prior notice and without prejudice to its other rights, suspend the performance of the Software until You can show to Trend Micro's satisfaction that any such breach has been cured. The use of the Software may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for determining how and if you need to comply with those laws or regulations.

- 16. FOR LICENSE USERS OF TREND MICRO ONLINE GUARDIAN.** It is your responsibility to notify all individuals whose activities will be monitored of the capabilities and functionality of Trend Micro Online Guardian, including but not limited to the following: (a) use of the Internet and email or other such communications may be recorded and reported, (b) use of certain social network sites may be recorded and reported; and (c) in addition to the information collected as described in Section 6 above, other personal data is automatically collected during the course of the operation of Trend Micro Online Guardian and that such data may be transferred and processed outside the European Union, which may not ensure an adequate level of protection. In the event of any breach of the representations and warranties in this Section, Trend Micro may with prior notice and without prejudice to its other rights, suspend the performance of Trend Micro Online Guardian until you can show to Trend Micro's satisfaction that any such breach has been cured.
- 17. CONSENT TO ELECTRONIC COMMUNICATIONS.** Trend Micro may be required to send you legal notices and other communications about the Software and Subscription Services or our use of the information you provide us ("Communications"). Trend Micro will send Communications via in-product notices or via email to your registered email address, or will post Communications on its Sites. 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 Sites. If you are a secondary user (see Section 22 below), you also consent to receiving all Communications through the primary user.
- 18. CONFIDENTIALITY.** You acknowledge that product serial numbers have potential value to others. Therefore, you agree to treat them as confidential, to use them only to register your Software in compliance with this Agreement and not to disclose or otherwise make them available to any other person except as authorized in Sections 20 and 21 below.
- 19. BACK-UP.** For as long as you use the Software, you agree regularly to back-up your Computer programs and files ("Data") on a separate media. You acknowledge that the failure to do so may cause you to lose Data in the event that any error in the Software causes Computer problems, and that Trend Micro is not responsible for any such Data loss.
- 20. 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 Software to verify compliance with this Agreement. If the audit reveals unlicensed Computers, you or the entity you represent agree to pay Trend Micro fees for unlicensed Computers at then current rates within fifteen (15) days of notice.
- 21. PRIMARY USER.** *For Household licenses only:* If you register first, you are the primary user and are responsible for all use of the Software under the product license. You control the confidentiality and use of the product serial number and have the right to share it only with other end users in your household. You will serve as contact for legal and other notices and are responsible for giving Trend Micro an accurate and current email address for such purposes. You are also responsible for sharing Communications (defined in Section 17 above) with secondary users.
- 22. SECONDARY USERS.** *For Household licenses only:* If you were not the first user to register, then you are a secondary user and the primary user has control over your use of the Software and the Subscription Term. The primary user will receive all legal and other Communications (defined in Section 17 above) on your behalf. As a secondary user, you are authorized to use the product serial number to install the product. As a secondary user, all sections of this Agreement, except for Sections 3 and 21 apply to you.
- 23. TERMINATION.** Trend Micro may terminate your rights under this Agreement immediately and without notice if you fail to comply with any material term or condition of this Agreement or no longer consent to electronic Communications. 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 Software. You may terminate this Agreement at any point by destroying all copies of the Software. Sections 1 through 4 and 10 through 27 survive any termination of the Agreement.
- 24. EXPORT CONTROL.** The Software is subject to export controls under the U.S. Export Administration Regulations. Therefore, the Software may not be exported or re-exported to entities within, or residents or citizens of, embargoed countries or countries subject to applicable trade sanctions, nor to prohibited or denied persons or entities without proper government licenses. Information about such restrictions can be found at the following websites: <http://www.treas.gov/offices/enforcement/ofac/> and www.bis.doc.gov/complianceand enforcement/liststocheck.htm.

As of the Date above, countries embargoed by the U.S. include Cuba, Iran, North Korea, Sudan and Syria. You are responsible for any violation of the U.S. export control laws related to the Software. By accepting this Agreement, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the Software.

25. GENERAL. This Agreement and specifications regarding number of Computers and Subscription Term constitute the entire agreement between you and Trend Micro. Unless the Software 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. 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.

26. 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 (other than in those countries embargoed by the U.S.), or Europe (other than Austria, France, Germany, Italy, Switzerland or the U.K.), 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 or Tel : +612 9870 4888 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, Thailand or Viet Nam, 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. If you are located in Viet Nam, this Agreement is governed by the laws of Viet Nam.

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.

27. GOVERNMENT LICENSEES. If the entity on whose behalf you are acquiring the Software is any unit or agency of the United States Government, then that Government entity acknowledges that the Software, (i) was developed at private expense, (ii) is commercial in nature, (iii) is not in the public domain, and (iv) is "Restricted Computer Software" as that term is defined in Clause 52.227 19 of the Federal Acquisition Regulations (FAR) and is "Commercial Computer Software" as that term is defined in Subpart 227.471 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS). The Government agrees that (i) if the Software is supplied to the Department of Defense (DoD), the Software is classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the Software and its documentation as that term is defined in Clause 252.227 7013(c)(1) of the DFARS, and (ii) if the Software is supplied to any unit or agency of the United States Government other than DoD, the Government's rights in the Software and its documentation will be as defined in Clause 52.227 19(c)(2) of the FAR.

28. QUESTIONS. If you have a question about the Software, visit: www.trendmicro.com/support/consumer. Direct all questions about this Agreement to: legalnotice@trendmicro.com.

THE SOFTWARE IS PROTECTED BY INTELLECTUAL PROPERTY LAWS AND INTERNATIONAL TREATY PROVISIONS.
UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.