CONTRACTING ENTITY AND GOVERNING LAW SCHEDULE ("SCHEDULE")

This Schedule sets out the applicable contracting entity, governing law, and jurisdiction for each Trend Affiliate in connection with customer transactions. For the purposes of this Schedule and the applicable agreement, the term **"Company"** refers to the customer entity entering into the agreement with Trend. This Schedule forms an integral part of, and is incorporated by reference into, the agreement between Trend and the Company, including the Global Products Agreement, any Order Form or Statement of Work and any other applicable agreement entered into between Trend and Company ("**Agreement**"). By entering into such Agreement, the Company also agrees to be bound by the governing law and jurisdiction specified herein.

Trend reserves the right to update this Schedule from time to time. Any updates will be effective upon posting and shall apply to agreements entered into after such posting.

All capitalized terms used in this Schedule and not otherwise defined shall have the meanings ascribed to them in the applicable agreement between Trend and the Company, and to the extent not defined therein, shall have the meaning as described in the Global Products Agreement.

1.1 **Trend Contracting Entity**. The Parties agree that the Trend entity that is the Party to the Agreement for each individual transaction shall be the Trend Affiliate that is stipulated below and such entity shall be deemed for all purposes, to be the Trend Party to the Agreement and provider of Products procured by Company hereunder (in each instance, the "**Contracting Entity**"). The Parties agree that the governing law (without giving effect to its rules and principles relating to conflict of laws) as determined and agreed in this Schedule shall solely and exclusively apply to and govern the subject matter of the Agreement and the Products provided hereunder. The United Nations Convention on Contracts for the International Sale of Goods does not apply to, and is specifically excluded, in any event or circumstance.

1.2 **Global**: Irrespective of Company's location, for any Orders of Products from Marketplace Providers, the Contracting Entity for use of the Product shall be Trend Micro Incorporated, a California (USA) corporation and the governing law provisions of Section 1.3 shall apply. A Private Offer may from time to time be issued by a local Contracting Entity of Trend.

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

1.4 **Central America and South America (except Brazil, Colombia, and Mexico):** If Company is located (as evidenced by the Certificate) in Central America or South America (other than Brazil, Colombia and Mexico), the Contracting Entity of Products is stipulated as: Trend Micro MCA Inc., 225 East John Carpenter Freeway, Suite 1500, Irving, Texas 75062. The Parties agree that the Agreement is solely and exclusively governed by the laws of the State of New York, USA. The Parties agree that the provisions of the Uniform Computer Information Transactions Act ("**UCITA**"), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to the Agreement, and the Parties waive any and all rights they may have under any laws(s) adopting UCITA in any form. The Parties mutually agree to and do hereby irrevocably submit and consent to the sole and exclusive in personam jurisdiction of: (a) the United States District Court for the Southern District of New York, located in the County of New York, but if such court shall determine that it does not and cannot have subject matter jurisdiction over such action, matter, or proceeding; then to, (b) the Supreme Court of the State of New York, located in the County of New York that will have such sole and exclusive in personam jurisdiction over such action, matter, or proceeding.

1.5 **Brazil**: If the Contracting Entity's principal place of business is located (as evidenced by the Certificate) in Brazil, the Contracting Entity of Products is stipulated as: Trend Micro do Brasil, LTDA, Rua Prof. Atílio Innocenti, 165 – 18 Andar, CEP 04538-000, São Paulo/Capital, Brazil. The Parties agree that the Agreement are solely and exclusively governed by the federal laws of Brazil. The courts located in São Paulo, Brazil shall each have exclusive jurisdiction over all disputes arising out of or relating to the Agreement or its subject matter.

1.6 **Colombia**: If the Contracting Entity's principal place of business is located (as evidenced by the Certificate) in Colombia, the Contracting Entity of Products is stipulated as: Trend Micro Colombia, S.A.S., Cra. 11a #93 - 35 piso 8, Bogotá, Colombia. The Parties agree that the Agreement are solely and exclusively governed by the laws of Colombia. The courts located in Bogotá, Colombia shall each have exclusive jurisdiction over all disputes arising out of or relating to the Agreement or its subject matter.

1.7 **Mexico**: If the Contracting Entity's principal place of business is located (as evidenced by the Certificate) in Mexico, the Contracting Entity of Products is stipulated as: Trend Micro Latinoamérica, S. A. de C. V., Insurgentes Sur No. 730, Piso 3, Col Del Valle, C.P. 03100, México, D.F. The Parties agree that the Agreement is solely and exclusively governed by the federal laws of the Republic of Mexico. The courts located in Mexico City, Federal District, shall each have exclusive jurisdiction over all disputes arising out of or relating to the Agreement or its subject matter.

1.8 **Europe (as limited below)**: If Company is located (as evidenced by the Certificate) in **European Economic Area (EEA)**, the **United Kingdom**, or **Switzerland,** the Contracting Entity of Products in all instances is stipulated as: Trend Micro (Ireland) Limited, a company incorporated in Ireland under number 364951 and having its registered office at IDA Business and Technology Park, Model Farm Road, Cork, Ireland. The Contracting Entity and Company referenced in this Section 1.8 agree that the Agreement, the performance of the Parties hereunder, and all disputes arising out of or related hereto will be governed by and construed solely in accordance with the laws of Ireland. The Parties irrevocably consent and agree to the sole and exclusive *in personam* jurisdiction of the courts sitting in Ireland with respect to any dispute that cannot be resolved by the Parties and all proceedings with respect thereto shall be litigated and determined solely and exclusively in such courts. Each of the Parties represents and agrees that such *in personam* jurisdiction is reasonable and fair and hereby waives any objection which it may now or hereafter have based on improper venue or *forum non conveniens* in such courts.

1.9 **Russia, Kazakhstan, Turkey, Middle East (other than Israel and Qatar) and Africa**: If Company is located (as evidenced by the Certificate) in **Russia, Kazakhstan, Turkey, Africa, or the Middle East** (other than Israel and Qatar), the Contracting Entity of Products in all instances is stipulated as: Trend Micro DMCC, a limited liability company incorporated in United Arab Emirates having its registered office at Unit 3301, Swiss Tower, Plot No: JLT-PH2-Y3A, Jumeirah Lakes Towers, Dubai, United Arab Emirates. The Contracting Entity and Company referenced in this Section 1.9 agree that the Agreement, the performance of the Parties hereunder, and all disputes arising out of or related hereto will be governed by and construed solely in accordance with the laws of England and Wales. The Parties irrevocably consent and agree to the sole and exclusive *in personam* jurisdiction of the courts sitting in England with respect to any dispute that cannot be resolved by the Parties and all proceedings with respect thereto shall be litigated and determined solely and exclusively in such courts. Each of the Parties represents to the other Party and agrees that such *in personam* jurisdiction is reasonable and fair and hereby waives any objection which it may now or hereafter have based on improper venue or *forum non conveniens* in such courts.

1.10 **Asia Pacific; Israel and Qatar**: If Company is located (as evidenced by the Certificate) in **Australia**, **New Zealand**, **India**, **Malaysia**, the **Philippines**, or **Thailand**, the Contracting Entity of Products in all instances is stipulated as: Trend Micro Australia Pty Limited, Level 15, 1 Pacific Highway, North Sydney, New South Wales, 2060, Australia. If Company is located (as evidenced by the Certificate) in **Singapore**, **Vietnam** or **Indonesia**, the Contracting Entity of Products in all instances is stipulated as: Trend Micro Singapore Pte Ltd., 6 Temasek Boulevard #16-01 Suntec Tower Four, Singapore. If company is located (as evidenced by the Certificate) in **Taiwan and**

Israel, the Contracting Entity of Products in all instances is stipulated as: Trend Micro Inc., 8F, No. 198, Tun-Hwa S. Road, Sec. 2, Taipei 106, Taiwan, Republic of China. If Company is located (as evidenced by the Certificate) in **Hong Kong SAR and Macau and/or Qatar**, the Contracting Entity of Products in all instances is stipulated as: Trend Micro Limited, Unit 903-905, 9F, Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong. If Company is located (as evidenced by the Certificate) in **Republic of Korea**, the Contracting Entity of Products in all instances is stipulated as: Trend Micro Inc., Korea, 15F, Haesung 2 Building, 508 Teheran-ro, Gangnam-gu, Seoul, Korea.

1. If Company is located (as evidenced by the Certificate) in **Australia** or **New Zealand**, the Agreement is governed by the laws of New South Wales, Australia. The Parties agree that the courts located in New South Wales shall have exclusive jurisdiction over all disputes arising out of or relating to the Agreement or its subject matter. Notwithstanding anything contained in the Agreement, if the Australian Competition and Consumer Act 2010 ('**Act**') incorporating the Australian Consumer Law as Schedule 2 to the Act ('**ACL'**) is applicable to the instant Order of Products by the Company (and not otherwise subject to an effective exclusion or waiver under the Agreement) ('**Eligible Transaction'**) and Trend Micro is in breach of the Act or a guarantee under the ACL for an Eligible Transaction, then to the extent permitted by law, Trend Micro's liability is limited at its election, to the repair or replacement of the Product or the supply of equivalent goods, or the payment of the cost of replacing the Product or having the Product repaired and to the extent that the Product is considered to be a service only under the ACL, Trend Micro may at its election, supply the Product again or pay the cost of having the Product supplied again (consistent with section 64A, and to the extent relevant, section 276A of the ACL) ('**ACL Limitations'**). Where a guarantee relates to the right to sell, quiet possession, or the encumbrance free title of the Product under the ACL, then the ACL Limitations will not apply. Without limiting the foregoing, the Company agrees that to the extent permitted by law the Consumer Guarantees Act, 1993 (NZ) ('**NZ Consumer Act'**) will not apply to the Agreement (consistent with section 43 of the NZ Consumer Act).Nothing in the Agreement is intended to act as an unfair contract term under the ACL (see Part 2-3 of the ACL) ('**ACL Unfair Terms'**) or under the Fair Trading Act, 1986 (NZ) ('**NZ Fair Trading Act'**). The Company acknowledges and agrees that it was given an effective opportunity to review and negotiate the terms of the Agreement and that any failure by the Company to object to a term of the Agreement on the basis that it is unfair under the ACL, the NZ Fair Trading Act or otherwise, renders that term fair and/or reasonably necessary to protect the legitimate interests of Trend. Without limiting the foregoing and to the extent permitted by law, the liability of Trend for any breach of the ACL Unfair Terms and/or the NZ Fair Trading Act will be limited in accordance with the liability section of the Agreement and Trend reserves the right to withdraw any term of the Agreement that is deemed an unfair contract term under the ACL or the NZ Fair Trading Act by any government authority upon written notice to the Company.

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

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

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

5. If Company is located (as evidenced by the Certificate) in **Israel**, the Agreement is governed by the laws of England and Wales. The Parties irrevocably consent and agree to the sole and exclusive *in personam* jurisdiction of the courts sitting in England with respect to any dispute that cannot be resolved by the Parties and all proceedings with respect thereto shall be litigated and determined solely and exclusively in such courts.

6. If Company is located (as evidenced by the Certificate) in **Singapore, India**, **Indonesia**, **Malaysia**, the **Philippines**, **Vietnam**, or **Thailand**, the Agreement and the agreement to arbitrate is governed by the laws of Singapore, without regard to its principles of conflicts of law. The following **Irrevocable Mandatory Agreement to Arbitrate** with respect to matters set forth in and governed by this Section 1.10.6 (only) is hereby irrevocably agreed by the Parties:

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

b. The number of impartial arbitrators will be 3, with each Party being entitled to appoint 1 arbitrator. The 2 arbitrators appointed by the Parties will appoint a third arbitrator (who must be a lawyer with a multinational law firm and have a minimum of 10 years of experience in the field of computer software development, licensing, and distribution) who will act as chairman of the proceedings, or if no agreement is reached by such arbitrators within 20 days of the last to be appointed, then the post of chairman will be filled by the president of SIAC at the request of either Party. Vacancies in the post of chairman will be filled by the president of SIAC in accordance with the SIAC Rules. Other vacancies will be filled by the respective nominating Party. Proceedings will continue from the stage they were at when the vacancy occurred.

c. If one of the Parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other Party appoints its arbitrator, the Parties irrevocably agree that the first appointed arbitrator will be the sole arbitrator, provided that such arbitrator was validly and properly appointed in accordance with the SIAC Rules unless such sole arbitrator appointment shall be void or voidable under SIAC Rules, in which event a sole arbitrator having the qualifications of the chairman will be appointed by the president of SIAC in accordance with the SIAC Rules.

1.11 **Other Countries in the Territory Not Listed Above**. If Company is located in any country or region not listed in any other subsection of this Section 1 **Error! Reference source not found.** (as evidenced by the Certificate), the Contracting Entity of Products in each instance is stipulated as the Trend Affiliate stated in the Certificate. In each such instance, the Parties agree that the Agreement, the performance of the Parties hereunder, and all disputes arising out of or related hereto will be governed by and construed solely in accordance with the laws of England and Wales. The Parties irrevocably consent and agree to the sole and exclusive *in personam* jurisdiction of the courts of England with respect to any dispute that cannot be resolved by the Parties and all proceedings with respect thereto shall be litigated and determined solely and exclusively in such courts. Each Party represents to the other and agrees that such *in personam* jurisdiction is reasonable and fair and hereby waives any objection which it may now or hereafter have based on improper venue.

1.12 **Provisional Remedies; No Waiver**. Notwithstanding the Parties agreement to arbitrate in Sections 1.10.6, a Party may apply at any time to any court or courts having jurisdiction over the relevant Party or Parties for an order (that is NOT dispositive or final of any Dispute), including, but not limited to, an *ex parte* temporary

restraining order, temporary injunction proceedings, or other provisional or interim/ancillary remedies or equitable relief (each a "**Temporary Action**") seeking protection: (1) of its Confidential Information provided under the Agreement; or (2) from a breach of or non-compliance with any Product grant under the Agreement or from infringement, misappropriation, or a violation of such applying Party's intellectual property rights forming a part of any Product or otherwise, including any and all rights protectable under intellectual property laws anywhere in the world such as (by way of example) patent, copyright, trade secret, and trademark law; *provided, however*, no such Temporary Action shall be a final disposition of any matter to be submitted to arbitration nor shall it compromise, limit, or avoid the sole and exclusive right of the arbitrators to decide and finally dispose of all Disputes subject to arbitration hereunder, including, without limitation, granting temporary or permanent relief of the subject of any request for Temporary Action. The institution and maintenance of a Temporary Action shall not be deemed an election of remedies or constitute a waiver or abrogation (in whole or in part) of the agreed right and obligation of each Party, including the plaintiff in any arbitration or Temporary Action, to submit each and every Dispute to arbitration, nor supersede or render inapplicable (all or in part) the agreed compulsory arbitration provisions of the Agreement.

1.13 **Waiver of Jury Trial.** To the fullest extent permitted by law, the Parties knowingly and voluntarily waive any right to a trial by jury in any action, proceeding, or claim arising out of or relating to this Agreement, any related document, or the Parties' dealings or conduct. Each Party acknowledges that this waiver is a material term of the Agreement and that it has been given the opportunity to consult with counsel regarding its meaning and effect.

1.14 **Language.** All proceedings will be conducted, including all documents presented in any proceedings mentioned in this Schedule, in the English language. The English language version of the Agreement shall prevail over any other language version.

*****End of Schedule*****