

Trend Micro End User License Agreement

Software: Trend Micro AntiVirus plus AntiSpyware/Trend Micro Internet Security/Trend Micro Internet Security Pro

Version: English/Multi-country

Purpose: Trial and Paid Use License

Date: August 2007

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- 1 APPLICABLE AGREEMENT AND TERMS.** This Agreement applies to Trend Micro AntiVirus plus AntiSpyware, and Trend Micro Internet Security and Trend Micro Internet Security Pro (also known as PC-cillin or PC-cillin Pro, respectively) ("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 26 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 19 and 22 through 26 of this Agreement apply to you.
- 2 PAID USE LICENSE.** For each license purchased, Trend Micro grants you a non-exclusive, non-transferable, non-assignable right to install and use 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.
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- 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.
- 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 heuristics. Trend Micro products are not designed to capture or retain any personal



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- 7 **SUBSCRIPTION TERM.** *For paid licenses:* The "Subscription Term" for paid 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. You must purchase a Software upgrade or renew the Subscription Term for your product serial number 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 30, 60 or 90 days later, depending on the stated or authorized trial period.
- 8 **SUBSCRIPTION SERVICES.**
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- B **Technical support.** During the Subscription Term, registered, validly licensed and trial users are entitled to email and web-based technical support during business hours but only in certain limited languages. *Important:* Toll or toll-free telephone support is available for registered or validly licensed end users in some countries only; for details, see www.trendmicro.com/support/consumer.
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- 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 FORESEEABLE 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.
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- 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.
- 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 workaround 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. 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 NON-INFRINGEMENT 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.
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- 17 **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.
- 18 **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.
- 19 **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.
- 20 **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 16 above) with secondary users.
- 21 **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 16 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 20 apply to you.
- 22 **TERMINATION.** Trend Micro may terminate your rights under this Agreement immediately and without notice if you fail to comply with any term or condition of this Agreement or no longer consent to electronic Communications. 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 26 survive any termination of the Agreement.

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- 24 **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.
- 25 **GOVERNING LAW.** 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.
- If you are located in the United Kingdom, the Licensor is: Trend Micro (UK) Limited, Pacific House, Third Avenue, Globe Business Park, Marlow, Buckinghamshire, SL1 7YL. Fax: +44(0) 1628 400511 and 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 and the Licensor is: Trend Micro Deutschland GmbH, Lise-Meitner-Strasse 4, D-85716 Unterschleissheim, Germany. Phone: +49 (0) 89 37479 700. Fax: +49 (0) 89 37479 799. If you are located in France, this Agreement is governed by the laws of France and the Licensor is: Trend Micro France, Société Anonyme à Conseil d'Administration with a share capital of €45.000, registered with the Trade and Companies Register of Nanterre under number B 411.389.968, whose registered place of business is located at 85, Avenue Albert 1^{er}, 92500 Rueil Malmaison, represented by Monsieur Raimund Genes, as Président du Conseil d'Administration. If you are located in Italy, this Agreement is governed by the laws of Italy and the Licensor is: Trend Micro Italy Srl, via Donat Cattin 5, Cernusco sul Naviglio (MI). Fax: 039 02.92593451.
- 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 subject to any mandatory local consumer protection laws.
- If you are located in Australia or New Zealand, the Licensor is: Trend Micro Australia Pty Limited, Suite 302, Level 3, 2-4 Lyon Park Road, North Ryde, New South Wales, 2113, Australia, Fax: +612 9887 2511 and this Agreement is governed by the laws of New South Wales, Australia.
- If you are located in Hong Kong, India, Indonesia, Malaysia, the Philippines, Singapore or Thailand, the Licensor is: Trend Taiwan Incorporated, 8F, No.198, Tun-Hwa S. Road, Sec. 2, Taipei 106, Taiwan, Republic of China. If you are located in Hong Kong, this Agreement is governed by the laws of Hong Kong. If you are located in India, this Agreement is governed by the laws of India. If you are located in Indonesia, Malaysia, the Philippines, Singapore, or Thailand, this Agreement is governed by the laws of Singapore.
- The United Nations Convention on Contracts for the International Sale of Goods and the conflict of laws provisions of your state or country of residence do not apply to this Agreement under the laws of any country.
- 26 **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.
- 27 **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.

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