Trend Micro End User License Agreement

Software/Services: Trend Micro Web Security Services Version: English/Multi-country Purpose: Trial and Paid Use Subscription License Date: March 2020

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," "SERVICES" 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, SERVICES AND SUBSCRIPTION SERVICES (UPDATES AND TECHNICAL SUPPORT). PLEASE PRINT THIS AGREEMENT FOR YOUR RECORDS AND SAVE A COPY ELECTRONICALLY.

Please see Trend Micro's Global Privacy Notice at <u>www.trendmicro.com/privacy</u> which applies to any processing of personal data by Trend Micro related to You or Your household's use of the Software and Services.

You must read and accept this Agreement and You confirm that You have seen and have had the opportunity to read the Global Privacy Notice before You have installed or used the Software and Services. 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 using the Software and Services 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 and Services, You accept this Agreement by selecting the "I accept the 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 Agreement". Then no Agreement will be formed and You will not be permitted to evaluate, purchase or install and use the Software and Services.

NOTE: SECTION 8 OF THIS AGREEMENT LIMITS TREND MICRO'S LIABILITY. SECTIONS 3, 9, 10, AND 11 LIMIT OUR WARRANTY OBLIGATIONS AND YOUR REMEDIES. SECTION 7 SETS FORTH IMPORTANT RESTRICTIONS ON THE USE OF THE SOFTWARE. BE SURE TO READ THESE SECTIONS CAREFULLY BEFORE ACCEPTING THE AGREEMENT.

- Agreement 1. APPLICABLE AGREEMENT AND TERMS. This applies Trend Micro Web to Security Services (the "Services"). When installing the Software and Services, 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 and Services. All rights in this Agreement are subject to Your acceptance of this Agreement. Paid licenses: If You have purchased a license to the Software and Services, Sections 1, 2 and 4 through 22 of this Agreement apply to You. Trial license: If You have not purchased a license to the Software and Services and are using the Software and Services for trial or evaluation purposes, You are a "trial user" and Sections 1 and 3 through 22 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 use and activate the Software and Services on one Playstation® 3, Playstation® Portable, Playstation® Vita and Playstation® 4 (each a "Server Hardware") for the time period for which license fees have been paid as specified on Your invoice, receipt, order confirmation, or other purchase documentation (the "Subscription Term"). License fees must be paid for each Server Hardware on which the Software and Services are used. 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 use the Software and Services on one Server Hardware during Your Subscription Term. The Subscription Term for trial users is the stated or authorized trial period as specified on Your order confirmation or other purchase documentation. At the

end of Your Subscription Term, this Agreement expires automatically. You may purchase a paid license to the Software and Services by contacting an authorized Trend Micro reseller. 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 USE SUBSCRIPTION LICENSE, YOU IRREVOCABLY FORFEIT, WAIVE AND RENOUNCE ANY TIME REMAINING IN THE TERM OF YOUR TRIAL USE LICENSE AFTER YOU ACTIVATE (AS DESCRIBED IN SECTION 5) THE PAID USE SUBSCRIPTION LICENSE TO THE SOFTWARE, THEREFORE, IF YOU WANT THE FULL BENEFIT OF YOUR TRIAL USE SUBSCRIPTION, DO NOT ACTIVATE YOUR PAID USE SUBSCRIPTION LICENSE UNTIL AFTER EXPIRATION OF THE TERM OF YOUR TRIAL LICENSE. If You do not purchase a paid use 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, SERVICES AND RELATED DOCUMENTATION USED FOR TRIAL PURPOSES ARE PROVIDED "AS IS" WITHOUT PERFORMANCE PROMISES ("WARRANTIES") OF ANY KIND. Note that Section 9 limits Trend Micro's warranty obligations.

- **UPDATES.** The Software and Services require Updates to work effectively. "Updates" are new patterns, definitions 4. or rules for the Software and Service's security components and minor enhancements to the Software, Services and accompanying documentation. Updates are only available for download and use during Your Subscription Term as defined and are subject to the terms of Trend Micro's end user license agreement in effect on the date the Updates are available for download. Upon download. Updates become "Software" for the purposes of this Agreement. Updates may also 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 Server Hardware 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, You must activate the Software and Services and/or register with Trend Micro. These controls help ensure that the Software and Services operate only on validly licensed Server Hardware 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. SONY COMPUTER ENTERTAINMENT INC ("SCE") TECHNICAL SUPPORT. During the Subscription Term, registered, validly licensed or trial users are entitled to email technical support during business hours but only in certain languages. *Important:* Toll or toll-free telephone support is available for registered or validly licensed end users in some countries.
- 7. 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, the Services and their respective copyright in the documentation, and reserves all rights not expressly granted to You in this Agreement. You agree that You will not rent, loan, lease or sublicense the Software or Services, use components of the Software separately or use the Software or Services 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.

8. LIMITED LIABILITY.

A. SUBJECT TO SECTION 8(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 8(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 8(A) AND 8(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, SERVICES AND SUBSCRIPTION SERVICE FEES PAID OR OWED BY YOU.

D. THE LIMITATIONS OF LIABILITY IN THIS SECTION 8 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 8 AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEES CHARGED FOR THE SOFTWARE, SERVICES AND SUBSCRIPTION SERVICES WOULD BE HIGHER.

- 9. LIMITED WARRANTY. Trend Micro warrants that the Software and Services 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 or Services will meet Your requirements or that they will be uninterrupted or error-free. timely or secure, that the results that may be obtained from Your use of the Software will be accurate or reliable, or that any errors or problems will be fixed or corrected. 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. THIS LIMITED WARRANTY IS VOID IF THE SOFTWARE ERROR IS THE RESULT OF ACCIDENT, ABUSE, ALTERATION, OR MISUSE OF THE SOFTWARE OR SERVICES 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 OR SERVICES. TREND MICRO WILL WARRANT REPLACEMENT SOFTWARE, SERVICES OR UPDATES FOR THE REMAINDER OF THE ORIGINAL LIMITED WARRANTY PERIOD. For Australian **Residents only:** To file a claim under this limited warranty, You must contact the Sony technical support group representative for Your region. Contact numbers can be found on the Sony website. You may also contact the licensor of the Software in Australia, Trend Micro Australia Pty Ltd., via email at legal_notice@trendmicro.com or by mail at Level 15, 1 Pacific Highway, North Sydney, New South Wales, 2060, 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. SEE SECTION 12 FOR ADDITIONAL RIGHTS YOU MAY HAVE.
- 10. REMEDIES. If the Software or Services do not conform to the limited warranty in Section 9 above ("Limited Warranty"), Trend Micro, at its sole option, will (a) correct the error with an Update, as applicable; (b) help You workaround the error; or (c) refund the cost of the Software provided You notify Trend Micro of Your claim under the Limited Warranty during the warranty period. 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, as applicable; (b) help You workaround the error; or refund the cost of the Software. 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.
- 11. NO OTHER WARRANTIES OR REMEDIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 9, 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.

12. 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 8 AND 9) 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.

13. PRIVACY AND DATA PROTECTION REGULATIONS

A. GENERAL. The use of the Software may be subject to privacy and/or 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. In connection with You or Your household's registration, request for, installation and use of Software and Services, Trend Micro processes personal or other data (some of which may be automatically forwarded to Trend Micro by such Software and Services) for the purposes of, among other things, registering or checking/validating licences for and providing or supporting Trend Micro's products or services as stated in our Global Privacy Notice for products and services, which is available www.trendmicro.com/privacy. Such data may be transferred to servers of Trend Micro and its suppliers outside Your jurisdiction (including outside the European Union), as is more fully described in the our Global Privacy Notice.

B. DATA COLLECTION - GLOBAL. We state and You understand that Software licensed hereunder may contain features and/or functionality that collect, upload, forward, use, and/or store Your data or Your household's data (some of which may be personal data, personal information or personally identifiable information under applicable laws) that is necessary to permit Trend Micro to, among other things, provide the features and functionality of the Software and Services, as is more fully described in the our Global Privacy Notice.

- 14. CONSENT TO ELECTRONIC COMMUNICATIONS. Trend Micro may be required to send You legal notices and other communications about the Software, Services 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 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 Sites.
- **15. 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 Services in compliance with this Agreement and not to disclose or otherwise make them available to any other person.
- 16. BACK-UP. For as long as You use the Software or Services, You agree to regularly back-up Your Server Hardware 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 or Services causes Server Hardware problems, and that Trend Micro is not responsible for any such Data loss.
- **17. 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 or Services to verify compliance with this Agreement. If the audit reveals unlicensed Server Hardware, You or the entity You represent agree to pay Trend Micro fees for unlicensed Server Hardware at then current rates within fifteen (15) days of notice.
- **18. TERMINATION.** Trend Micro may terminate Your rights under this Agreement and Your access to the Software and Services 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 7 through 22 survive any termination of the Agreement.
- 19. 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. 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.

- **20. GENERAL.** This Agreement and specifications regarding number of Server Hardware and Subscription Term constitute the entire agreement between You and Trend Micro. Unless the Software and Services are 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.
- **21. Third Party and Open Source Technology.** The Software may contain certain third party or open source technology and You acknowledge that Your use of such third party or open source technology may be subject to separate terms and conditions, which are typically found in a "Read Me" or an "About" file in the Software. The owners of such third party technology retain all ownership and intellectual property rights in their respective technology. In that case, this Agreement does not affect Your legal relationship with these third parties. The relationship between Trend Micro and such third parties is that of licensee/licensor.

22. GOVERNING LAW/TREND MICRO LICENSING ENTITY.

North America: If You are located in the United States or Canada, the Licensor is: Trend Micro Incorporated, 225 E. John Carpenter Freeway, Suite 1500, Irving, TX 75062 and this Agreement is governed by the laws of the State of Texas, USA.

Central America and South America: If You are located in Central America or South America (other than in Brazil or Colombia), the Licensor is: Trend Micro Latinoamérica, S. A. de C. V., Insurgentes Sur No. 730, Piso 3, Colonia Del Valle, Delegación Benito Juárez, C.P. 03100, Ciudad de México, México, D. F. Tel: 3067-6000 and this Agreement is governed by the laws of the Republic of Mexico. If You are located in Brazil, the Licensor is Trend Micro do Brasil, LTDA, Rua Professor Atílio Innocenti, 165 – 18^a Andar, Vila Nova Conceição – São Paulo, SP Brazil Cep: 04538-000 and this Agreement is governed by the laws of Brazil. If you are located in Colombia, the licensor is Trend Micro Colombia, S.A.S., Calle 97^a# 9^a -50 of. 503, Bogotá, Colombia and this Agreement is governed by the laws of Colombia.

Europe (other than Russia and Turkey) and Israel: If You are located in Europe (other than Russia and Turkey) or Israel, 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. If you are located in Europe (other than France, Germany, Italy or Spain) or Israel, this Agreement is governed by the laws of England and Wales. If You are located in Germany, 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 Spain, this Agreement is governed by the laws of Spain.

Russia, Turkey, Middle East (other than Israel) and Africa: If You are located in Russia, Turkey, Africa or the Middle East, the licensor is: 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 and this Agreement is governed by the laws of England.

Asia Pacific (other than Japan): If You are located in Australia, New Zealand, India, Malaysia, the Philippines, or Thailand, the Licensor is: Trend Micro Australia Pty Limited, Level 15, 1 Pacific Highway, North Sydney, New South Wales, 2060, Australia. If you are located in Australia or New Zealand, this Agreement is governed by the laws of New South Wales, Australia. If You are located in India, Malaysia, or the Philippines, this Agreement is governed by the laws of the laws of Singapore. If You are located in Thailand, this Agreement is governed by the laws of Thailand.

If you are located in Singapore, Vietnam or Indonesia, the licensor is: Trend Micro Singapore Pte Ltd., 6 Temasek Boulevard #16-01 Suntec Tower Four, Singapore. If You are located in Singapore or Indonesia, this Agreement is governed by the laws of Singapore. If You are located in Vietnam, this Agreement is governed by the laws of Vietnam.

If You are located in the Hong Kong, Korea, or Taiwan, the Licensor is: Trend Taiwan Incorporated, 8F, No.198,

Tun-Hwa S. Road, Sec. 2, Taipei 106, Taiwan. If You are located in Hong Kong, this Agreement is governed by the laws of Hong Kong. If You are located in Taiwan, this Agreement is governed by the laws of Taiwan. If you are located in Korea, this Agreement is governed by the laws of Korea.

If You are located in the People's Republic of China, the licensor is Trend Micro (China) Inc., 8th Floor, Century Bashi Building, No. 398 Huai Hai Zhong Road, Shanghai, China 20020, and this Agreement is governed by the laws of the People's Republic of China laws, and You agree that any dispute related to this Agreement must be submitted to the Beijing Arbitration Commission.

Japan: If You are located in Japan, the licensor 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.

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