

## End-User License Agreement for Trend Micro Deep Security as a Service

July 20<sup>th</sup>, 2016

The terms in this End-User License Agreement (this “Agreement”) stipulate the use of TrendMicro Deep Security as a Service (“DSaaS”) for FUJITSU Cloud Service K5 (“K5”) users. FUJITSU LIMITED (“Fujitsu”) will provide DSaaS on K5 according to the following terms and conditions.

Fujitsu does not own the intellectual property rights in and to DSaaS, and Fujitsu expects the subscriber (“You” or “Your”) to use DSaaS in accordance with certain rights and restrictions to be notified to You by Fujitsu. The right to use DSaaS is granted to You on the condition that You understand, agree and comply with the following terms and the ones stated on the contract with Fujitsu.

### Article 1 (DSaaS Use Rights)

1. You have the right to install Agent (computer software provided by Fujitsu or Trend Micro that is necessary in order to use DSaaS) in as many virtual machines as You applied for on the application form, access the DSaaS system from Agent and use it. Note that no intellectual property rights are granted to You under this Agreement.
2. If the total number of virtual machines prescribed in Article 1.1 is more than the number of licenses applied for in the application form, You will need to purchase additional licenses under the conditions designated by Fujitsu.

### Article 2 (Accepted Terms)

You accept the following conditions in advance.

- (1) The intellectual property rights, know-how and any other rights related to DSaaS and its documents belong exclusively to Trend Micro; provided, however, that the copyright to the manual for DSaaS, which is prepared by Fujitsu, shall belong exclusively to Fujitsu.
- (2) Fujitsu discloses to Trend Micro the contract with You relating to DSaaS so that Trend Micro can provide You with support or other services.
- (3) If Fujitsu or Trend Micro provides You with a new version of Agent, You shall upgrade it to the new version.
- (4) The system may be upgraded or modified at any time, as well as a new version or patch for Agent may be delivered automatically, without prior notice to You.
- (5) Information about Your system environment (e.g. OS type) may be sent to Trend Micro’s servers so that Trend Micro can provide You with support service, improve the product or make statistics.

(6) You shall immediately report to Fujitsu if the serial number, the activation code or other information related to DSaaS are leaked. In addition, You shall immediately stop using the leaked serial number and activation code in accordance with Fujitsu's instructions, and repurchase DSaaS based on the price and procedure separately specified by Fujitsu to You.

(7) If You activate 'access control to harmful sites', 'anti-phishing', or similar features, and access a web page that adds the information input by You as optional information of the URL and sends it to the web server, such information (ID, password, etc) may be sent to Fujitsu's server or Trend Micro or its subsidiary's server.

#### Article 3 (Restriction)

You shall not:

- (1) use DSaaS on a computer which is not a virtual machine provided by K5;
- (2) transfer, lend, grant the right to use, or grant a sublicense to use DSaaS to third parties, or encumber DSaaS;
- (3) use DSaaS as part of the service provided to a third party regardless of whether for charge or free of charge, for the purpose of benefiting from it or as value-added service; or
- (4) reverse engineer, decompile, disassemble or alter (collectively, "Alter") DSaaS. In addition, Fujitsu shall not be liable to You for any problem of DSaaS arising out of Your Altering.

#### Article 4 (Warranty and Limitation of Liability)

1. Fujitsu and Trend Micro disclaim all warranties with respect to DSaaS and related documents. In addition, Fujitsu does not warrant that DSaaS and related documents will suit Your specific purposes and also does not compensate any damage caused by the physical loss, theft, accidents or misuse of DSaaS or related documents.
2. You shall be responsible for the choice, installation, use and the result of the use of DSaaS for the achievement of the result that You expect. Fujitsu shall not be liable to You and third parties for any damage (including consequential damage, incidental damage or lost profits resulting from the use of DSaaS and related documents).
3. In no event will the aggregate liability of Fujitsu or Trend Micro exceed any and all amount of the license fee actually paid by You to Fujitsu during the three (3) month period immediately before the damage occurred.

#### Article 5 (Service Interruption)

Fujitsu may suspend DSaaS without prior notification to You:

- (1) when Fujitsu performs emergency maintenance of DSaaS systems;
- (2) when there is a network (including the Internet) failure, fire, power failure or similar force majeure, or

when it becomes difficult to operate the system because of third parties' interference;

(3) when it is not possible to operate the system because of natural disasters or similar events; or

(4) when Fujitsu determines that it is necessary to suspend the system for emergencies other than the above.

#### Article 6 (Confidentiality / Nondisclosure)

1. You shall not disclose or leak (a) the contents of this Agreement (including this clause), (b) information that can be obtained in relation to this Agreement (including, but not limited to, the serial number of DSaaS, activation code of DSaaS, registration key of DSaaS and license key of DSaaS, phone numbers associated with support, fax numbers associated with support, e-mail addresses associated with support, URL associated with support, IP addresses associated with support, and any information that is provided as part of the support via computer network) to third parties without obtaining authorization by Fujitsu in writing. Additionally, You shall not use such information for any purpose other than the purpose of fulfilling Your duties or exercising Your rights under this Agreement.

Notwithstanding the above, in the case of Your disclosure of such information to governmental authorities based on the proper reasons, such disclosure shall not be deemed as a breach of this Agreement; provided, however, that, in such case, You shall immediately give Fujitsu a notice thereof in advance.

2. Article 6.1 shall not apply to:

(1) the information that was already in public at the time of disclosure;

(2) the information that becomes public otherwise than through act or failure to act on Your part;

(3) the information that was rightfully known to You before time of disclosure

(4) the information rightfully received from a third party without breaching obligations of confidentiality; or

(5) the information that is independently developed without using or referring to confidential information of Trend Micro

#### Article 7 (Termination)

1. Fujitsu may terminate this Agreement if You breach this Agreement. In such case, You shall not use DSaaS or related documents.

2. You may terminate this Agreement if you have completed the application for the discontinuance of the use of DSaaS.

3. If this Agreement is terminated, You shall return to Fujitsu or Trend Micro, as appropriate, or destroy, Agent, related documents, and all copies thereof.

4. Fujitsu may terminate this Agreement if You send spam e-mail or any other kind of malicious e-mail via the servers operated by Fujitsu.

#### Article 8 (Miscellaneous)

1. This Agreement shall prevail over all of the other arrangements that were made between You and Fujitsu prior to the execution of this Agreement.
2. Articles 4 and 6 shall survive any termination of this Agreement.