
IMPORTANT: READ CAREFULLY. PURCHASE OF PREMIUM SUPPORT SERVICES BY BUSINESS AND GOVERNMENTAL ENTITIES IS AVAILABLE ONLY ON THE TERMS AND SUBJECT TO THE FOLLOWING OBLIGATIONS, CONDITIONS, LIMITATIONS, AND EXCLUSIONS

Scope and Limitations:

Parties:	The Parties this Premium Support Program Agreement (this “ <u>PSP Agreement</u> ”) are: (a) Trend; and (b) Company (as defined below). Trend and Company are each a “ <u>Party</u> ” to this PSP Agreement and are collectively the only “ <u>Parties</u> ” to this PSP Agreement. All other persons are third parties.
PSP Eligibility:	This PSP Agreement sets forth the ONLY terms and conditions that are applicable to the provision of Premium Support Services that have been purchased by Company either directly from Trend or through a Channel Partner and nothing in any License Agreement will be binding on the Parties with respect to the Premium Support Services. For the avoidance of doubt, Premium Support Services will only be provided in connection with Products that are: (a) subject to a valid paid Trend license; (b) installed/deployed by Company in the Region/Country, and (c) then-currently covered by paid Annual Maintenance provided by Trend.
Ineligible Customers:	This PSP Agreement is not available to any type of service provider business/organization that: (1) provides any use/benefit to third parties of Products that are licensed/sold to the service provider; or (2) provides services/support for Trend’s Products to such service provider’s customers. However, Trend may offer technical services to service providers under a different SOW or services agreement.
Binding Agreement:	This PSP Agreement will become effective when Premium Support Services are ordered by Company and such order is accepted by Trend (at Trend’s sole discretion either by notice or commencement of Premium Support Services). Any order by Company of Premium Support Services shall be deemed to be unconditional acceptance by Company of the terms and conditions of this PSP Agreement.
Region/Country:	This PSP Agreement is only available to Customers located, and matters/incidents arising, in Europe. CSM’s may refer to a “Country” and CSE’s may refer to a “Region” in their cases.
Availability:	Premium Support Services may <u>ONLY</u> be purchased under this PSP Agreement for the Term (Initial or Renewal) (as defined in <u>Section 13</u>).

1. Definitions.

In addition to initially capitalized and underlined definitions, descriptions, agreements, clarifications, and limitations thereto that may be set forth elsewhere in this PSP Agreement, the initially capitalized and underlined definitions, descriptions, agreements, clarifications, and limitations set forth in this Section 1 shall have the meanings specified or referred in this Section 1 (each is an “Agreed Definition”) and all Agreed Definitions shall be equally applicable to the singular, plural, and derivative forms. Any initially capitalized and underlined term not set forth herein shall have the meaning given thereto in the License Agreement.

“Channel Partner” means any distributor, reseller, value-added reseller, or system integrator permitted to resell Products.

“Company” means an entity that: (1) has purchased and also agrees with and accepts to be bound to this PSP Agreement; and (2) is, on the Effective Date, is a party (with Trend) to a License Agreement (as defined below) for certain Trend Products (as defined below) that are subject to Annual Maintenance (as defined below).

“Company Data” for the purposes of this PSP Agreement means any Personal Data and GDPR Data” (as defined in the License Agreement and in Section 17) that is made available or supplied by Company to Trend pursuant to this PSP Agreement, if and only to the extent that the GDPR applies to Trend with respect to its processing of such personal data. This will include personal data that is: contained within or in relation to any data or information made available or accessible or provided by Company to Trend Micro and in relation to which the Company requests or receives any Premium Support Services. This will include the personal data of Company’s Authorized Callers or employees who use the Premium Support Services (such as their contact details and their service request/activity information) and any personal data of other individuals contained within files, emails or other data or information provided to, accessible by or made available to Trend in the course of providing any Premium Support Services to Company, such as any personal data within virus cases or Product or service requests made by

Company to Trend or related information. It will include the following types of personal data of such individuals: IP addresses, URL strings, email senders and recipients, contents of emails and attachments to emails and any other personal data contained in or in relation to files or other data or information provided to, made accessible by or made available by Company to Trend in connection with Trend's provision of Premium Support Services to Company.

"Data Processing Addendum" means Trend's Data Processing Addendum (at http://www.trendmicro.com/en_us/about/legal-policy/data-processing-addendum or as may be requested by Company from GDPR@trendmicro.com) that shall be applicable to this PSP Agreement if and to the extent Trend acts as a "processor" or "sub-processor" (as defined in the GDPR) for Company of GDPR Data. The Parties agree that the Data Processing Addendum is incorporated herein and made a part hereof for all purposes on the terms and subject to the limitations set forth herein.

"Effective Date" means the effective date printed on the license certificate sent out by Trend after the purchase pursuant to this PSP Agreement for a period of one (1) year or as such period as may be detailed on the license certificate. Trend reserves the right to modify and/or update this PSP Agreement at any time by posting a revised version on Trend Micro's website.

"License Agreement" means the click-through electronic EULA available at: https://www.trendmicro.com/en_us/about/legal.html#t4 or and/or a Corporate License Agreement, or other similar wet/manual signature agreement that is in effect between Trend and Company licensing/authorizing Company to use certain Product(s). If the License Agreement between Company and Trend terminates for any reason for all or any portion of the Products or a Product is no longer subject to paid Annual Maintenance, then this PSP Agreement with respect to those d Products will terminate automatically without notice and without partial or full refund of any monies payable or paid hereunder.

"Maintenance" means Company's right to receive Annual Maintenance for licensed Products (collectively **"Annual Maintenance"**). Services provided under Annual Maintenance are generally described at <https://success.trendmicro.com/support-policies>. Fees for Annual Maintenance are in addition to fees for the Premium Support Services set forth in this PSP Agreement. If the Maintenance between Company and Trend lapses or terminates for any reason for any or all Products provided under any License Agreement, then this PSP Agreement will terminate automatically without notice with respect to all Products no longer subject to Annual Maintenance.

"Major Virus Outbreak" means a process in which Trend determines that a virus infection has propagated in a region to an extent where Trend will declare a Virus Alert depending on severity of the outbreak. Determination and severity of the alert is made at Trend's sole discretion.

"Pattern File Updates" means release versions of new virus protection signature detections for products released by Trend for the Products during the term of any License or Maintenance. Virus protection pattern files contain detection routines designed to identify and block new known computer viruses.

"Premium Support Service(s)" means, when purchased by Company, Premium Support Services and Diamond Premium Support Services provided by or on behalf of Trend as described herein. For the avoidance of doubt, Premium Support Services do not include "hands-on" services wherein Trend has any responsibility for installing, configuring, deploying, or servicing Products licensed to Company. Rather Premium Support Services are consultative and advisory services to supplement and provide additional technical competency to Company's own IT staff with respect to licensed Products.

"Product(s)" means a Trend software, hardware, appliance, and applicable Trend service licensed or subscribed to by Company during the Term and for which Annual Maintenance fees are current. For the avoidance of doubt, Trend will provide no Premium Support Services for any Trend software, hardware, appliance, or applicable Trend service that is not then-subject to paid Annual Maintenance.

"Product Updates" means revisions, enhancements, and/or new versions of the Products (excluding new or other products, as reasonably determined by Trend) that contain bug fixes and/or product enhancements/improvements released by Trend during the term of any License Agreement or Maintenance.

"Standard Contractual Clauses" or sometimes referred to as the "EU Model Clauses" means the Standard Contractual Clauses (processors) published by the European Commission, which Standard Contractual Clauses are attached to the Data Processing Addendum at http://www.trendmicro.com/en_us/about/legal-policy/data-processing-addendum or as may be requested by Company from GDPR@trendmicro.com. The Parties agree that the Standard Contractual Clauses are incorporated herein and made a part hereof for all purposes on the terms and subject to the conditions and limitations set forth herein and in the Data Processing Addendum, and in the event such Standard Contractual Clauses are in conflict with anything contained herein or in the Data Processing Addendum, such Standard Contractual Clauses shall govern and control. The Parties further agree that id a subsequent replacement version of the Standard Contractual Clauses is published by the European Commission, such replacement version will automatically replace the existing Standard Contractual Clauses and apply mutatis mutandis; provided, however, should Trend Micro at any time put in place other measures to ensure that the transfer is in compliance with the GDPR (such as becoming certified under Privacy Shield), the Parties agree that the version of the Standard Contractual Clauses then-in-effect between the Parties will automatically terminate and be superseded by such other measures when those measures take effect.

“Technical Support Center of Excellence” or “COE” means the Trend Micro central location that is primarily responsible for providing direct technical support to customers and partners in a particular Region or Country. The **COE** is the primary point of contact for customers and partners to initiate support inquiries and raise technical issues with Trend Micro.

“Term” is defined in Section 13.

“Trend” means Trend Micro (UK) Ltd., a British Company.

2 Premium Support Services. Customers that purchase Premium Support Services are entitled to all of the Premium Support Services outlined in this Section 2:

(a) **Customer Service Manager.** Trend will appoint a Customer Service Manager (each a **“CSM”**) to serve as Company’s principal contact with Trend in the Region/Country during the Term of this PSP Agreement. Trend’s Technical Support Center of Excellence is staffed with a team of Customer Service Engineers (each a **“CSE”**) that will assist the Company with technical Product issues. The specific services listed within this PSP Agreement shall be limited to matters arising in the Region/Country. Service delivery in other regions may vary from level to level.

(b) **Management of Account.** Each CSM will develop an understanding of the Company’s system architecture, software and hardware configuration based on the information provided by Company and will coordinate Company’s requests for technical support. Trend reserves the right, at its discretion and at any time, to replace the CSM or CSE assigned to Company. Trend may consider replacing a CSM or CSE at Company’s request but only if such request and the reasons therefore are stated in writing, are not inconsistent with any applicable law, and acceptable to Trend at its discretion.

(c) **CSM Assignment.** Premium Support Services includes a shared CSM, located at a Trend service center, who will provide account management for Company in the Region/Country. Each CSM will coordinate communication and account management questions originating from, or reported by, Authorized Contacts (as defined in Section 11(a) below) who service the CSM’s designated region.

(d) **Premium Support Services Hours of Availability.** Routine (non-urgent) Premium Support Services are available during 9:00 AM to 6:30 PM CET during Trend’s announced business hours by contacting the Technical Support Center of Excellence, Europe. Routine cases and questions submitted after regular business hours will be handled the following business day. However, critical issues (as defined as Severity One in the URL set forth in Section 10 below) may be escalated twenty-four (24) hours a day, seven (7) days a week. In addition, cases and questions may be submitted via Trend’s designated online case management system twenty-four (24) hours a day, seven (7) days a week. During regular business hours, Company may also contact its designated CSM with any urgent service request via telephone. For matters that require assistance outside of regular business hours, Company will receive assistance via Trend’s toll-free Customer Service Desk. **Note:** Response times may also be affected by the existence of a major computer virus outbreak. Communications with Technical Support Europe shall be conducted in the English language only, with commercially reasonable efforts for local languages when necessary and available. In the event that Trend agrees to conduct Premium Support Services in a language other than English, then and in such event, the other language will be specified in the support roadmap referenced in Section 2(e) below.

(e) **Initial Planning Session and Customized Account Planning and Management.** The designated CSM will schedule a remote (or as otherwise agreed between the parties) initial meeting with the Company to outline the Premium Support Services purchased under this PSP Agreement, and to establish working procedures. Premium Support Services includes working with the CSM to establish a support roadmap.

(f) **Installation Consultation.** While Premium Support Services do not include any installation, configuration, and/or deployment services (such services may be purchased under a separate SOW if agreed by the Parties), Company may request and Trend may provide hereunder, a reasonable level (as determined by Trend) of guidance and advice in connection with Company’s efforts to install, configure, and deploy Products. For the avoidance of doubt, any such advice does not relieve Company of its obligation to install, configure, and deploy all Products or perform its obligations under Section 11 below.

(g) **Scheduled Status Meetings.** Remote (or as otherwise agreed between the parties) meetings with CSM and Company technical personnel will be scheduled by the Parties on a monthly basis to discuss pending and planned antivirus and other security activities as well as services that are included in Premium Support Services.

(h) **Periodic Reports.** Premium Support Services includes periodic quarterly reports (using a Trend pre-defined format) detailing service activity for the previous time period, including the status of open and closed service requests and contract period to date.

(i) **Annual Onsite Visits.** Premium Support Services customers are entitled to a single onsite visit (of up to two (2) consecutive days) from the CSM for Term of this PSP Agreement for an account review. The Parties will endeavor to schedule each such visit at least two (2) weeks prior thereto. Trend’s expenses in connection with each such visit will be for the account of Trend. The agenda for such visit will be agreed in advance between the Company and CSM, which agenda may include, but is not limited to: configuration review, Product roadmap review, new Product walk through, and/or other similar matters. However, the annual onsite visit shall not be a technical support or service session to address new or existing product or malware incidents or cases -- requests for visits of this nature should be discussed separately with the CSM.

(j) **Periodic Health-Checks and Security Assessments.** Premium Support Service customers may request regular consultations with its assigned CSM to review Product configurations as well as discuss general security practices assessment and recommendations that are applicable to Trend Products only. For the avoidance of doubt, any security assessment under this PSP Agreement is limited to an evaluation under Trend's pre-defined checklist that evaluates Company's deployment of Trend's Products, tools, and technologies, but is not an assessment of Company's general/overall security posture, production network/environment, systems, or third party software/services/products. The frequency of these consultations will be jointly agreed upon by Company and Trend as required.

(k) **Additional Region(s) and Language(s).** Additional Premium Support Services for regions outside the Region/Country or for languages other than English may be available for an additional fee. Such services may include additional CSM or equivalent resource assignments to provide service for the additional region(s)/languages. These additional regions and languages may require a separate agreement or terms depending on location.

(l) **Authorized Contacts.** Company is entitled to a maximum of six Authorized Callers that can submit cases and make request to the Company's assigned CSM. These Authorized Callers should have sufficient skills to assist in troubleshooting cases. Company must update their assigned CSM of any changes so updates can be reflected into our systems.

3. Diamond Premium Support Services. Customers that elect to purchase the Diamond Premium Support option are entitled to all of the Premium Support Services outlined in Section 2 above. There are two options 1. Dedicated at the Trend office or 2. Dedicated at the Customer's site at an additional cost. Diamond Customers are entitled to receive the following features:

(a) **CSM Assignment.** Diamond Premium Support Services includes an exclusive-use CSM located at a Trend service center who will coordinate all support for Company in the Region/Country.

(b) **Backup for Resident Onsite Add-on.** In the event of a short-term planned (such as holiday/vacation) or unplanned (such as sickness/family emergency) absence of a Resident Onsite CSM at Company's premises, the prescribed duties of the Resident Onsite CSM may be temporarily handled by CSM located at any Trend service center. If for some reason the CSM will not be at the onsite location for a longer period of time (generally greater than three (3) weeks), Trend will work with Company to assign a substitute CSM to deliver services from Company's premises.

4. Online Services. Online services available as part of Premium Support Services includes: a password-protected account for Company on Trend's web-based resource that provides access to the technical support services and case management 24 hours a day, seven days a week. This online service is available in English only.

5. Case Submission. Company may use Trend's designated online case management system to submit virus cases or other service requests for resolution at any time. By completing a series of online forms, Company can provide Trend and its authorized support representatives with key information necessary to begin addressing the virus case or product problem. When Company submits a service request to Trend via Trend's designated online case management system, a CSM is automatically notified.

6. Track Cases. Trend's designated online case management system includes a database that allows Company to track the current status of any open product or virus-related case. The case tracker also provides a history of all cases submitted by Company to technical support, by date of submission, status, type, and submitted files.

7. Proactive Antivirus Support.

(a) **Alerts for Major Virus Outbreaks.** Company will designate one Authorized Contact as the main Major Virus Outbreak Authorized Contact. In the event of a Major Virus Outbreak, Trend will alert Company's major outbreak Authorized Contact 24x7 via telephone and/or email in accordance with Company's instructions for Major Virus Outbreaks.

(b) **Virus Threat Awareness.** The TrendLabs antivirus network monitors virus activity around the world 24x7 and assigns newly discovered viruses with risk ratings. In assessing the risk of a new virus, Trend considers factors such as virus type, characteristics, potential damage, distribution rate, systems targeted, extent of known propagation and infection size. Premium Support Services includes the option to have Authorized Contacts notified via email about new threats of designated risk ratings based on the risk level pre-selected by Company.

(c) **Advanced Malware Incident Assistance.** In the event of an internal malware outbreak, Company may request Advanced Malware Incident Assistance through the CSM. Company will receive information on the infection threat, steps on mitigating further infection risk, eradication procedures, and recommendations on preventing future infections. This service is provided remotely via telephone, email, or other online web-based troubleshooting tools; *provided, however*, Company understands and agrees that remediation actions remain Company's sole responsibility.

8. Virus Case Escalation. In the event of a critical virus infection case, Company and Trend may agree to escalate the case to a dedicated antivirus engineer. In the event the case cannot then be resolved within a reasonable amount of time, Company and Trend can agree to escalate the case to the antivirus escalation engineering group for resolution. Via the CSM, the

antivirus engineering group will provide Company with periodic status reports.

9. Product Case Escalation. As described in Section 10 below, all Product-related incident service requests from Company are assigned a priority based upon the severity of the incident for service is requested. Upon case submission, the CSE will work closely with Company to diagnose and help resolve the problem. In the event the request cannot be addressed at this level, the request will then be escalated to Trend's CSE group. In addition, upon Company's request, the CSE escalates any unresolved service request to the CSE manager and senior Trend management if normal escalation channels as set forth above have not provided case resolution. It is agreed that some or all Premium Support Services escalated by the CSE may be provided by Trend's worldwide Affiliates.

10. Incident Severity Definitions. Upon receipt of a case submission from Company, Trend Micro shall prioritize the problem/matter based on the Trend Micro Global Severity Level Definitions and Target Initial Response Times that are published from time-to-time at <http://www.trendmicro.com/severitydefinitions>. The assigned Severity Level for an incident may be re-evaluated and reassigned at any time by Trend as it deems necessary or advisable and the customer will be updated appropriately.

11. Company Responsibilities and Requirements.

(a) Authorized Company Contacts. Company must appoint authorized individuals to act as contacts for technical support (each an "**Authorized Contact**"), which Authorized Contacts will be resident in the Region/Country unless otherwise notified by Company and approved by Trend. (Trend states that it is Trend's current policy to approve an Authorized Contact located outside the Region/Country, if and only if, such person is primarily assigned to support the Region/Country activities of Company during the normal hours of operations, emergencies notwithstanding.) Premium Support Services customers may appoint up to six (6) Authorized Contacts; and Diamond Premium Support Services customers may appoint up to twelve (12) Authorized Contacts. Only an Authorized Contact may initiate a service request to Trend. Company must provide Trend with up-to-date contact information for the Authorized Contacts to receive proactive virus alerts. An Authorized Contact may not share its login, ID, or other credentials with anyone else, nor delegate its responsibilities as an Authorized Contact to anyone other than another Authorized Contact. Company may update this contact information through Trend's designated online case management system. Premium Support Services and Diamond Premium Support Services customers may appoint up to two (2) additional authorized contact(s) (each an "**Additional Contact**") subject to payment of Trend's standard Additional Contact fee.

(b) Right to Access and Use. The Customer shall (i) grant to Trend Micro access to the Customer's employees who have the relevant knowledge, experience and information required to reproduce any reported occurrence of viruses or Incidents, to identify the respective causes and to develop countermeasures, and (ii) provide Trend Micro with other assistance and information under this PSP Agreement as is required in order that Trend Micro can provide the Premium Support Services to the Customer under this PSP Agreement; this includes, in particular, the granting of access by Trend Micro to the Customer's business premises during normal business hours, the granting of full access by Trend Micro to the Customer's system environment including access rights to the extent as is required to provide the Premium Support Services, as well as the provision of any work equipment (office space, office furniture, power connection etc.) in a quality usual in the industry as is required to provide the Premium Support Services to the Customer. The Customer shall assist Trend Micro in the monitoring and improvement of the quality and type of Premium Support Services by providing Trend Micro at regular intervals with written and/or oral feedback regarding the quality and type of the Premium Support Services provided under this PSP Agreement.

(c) Trained Staff. Since many installation and deployment issues and problems are actually issues with third party components of a customer's environment, in order to enable Trend to properly and efficiently provide Premium Support Services to Company, Company agrees that it will only assign employees (including, without limitation, Authorized Contacts) in support of Products who are properly trained and experienced in the installation, operation, and maintenance of Products as well as hardware, desktops, servers, network operating systems, storage, and applications in Company's environment. Trend may, at any time, review and discuss with Company any Authorized Contact's knowledge and experience to determine eligibility. If issues arise during a call for Premium Support Services that, in Trend's reasonable opinion, may be a result of an Authorized Contact's lack of training, experience and/or knowledge, Company may be required to replace that Authorized Contact. While Trend expects that Company employees will benefit from the collaborative efforts of the Parties hereunder, no live classroom courses or training are provided by Trend as part of Premium Support Services.

(d) Prompt Notification. Upon identification of any possible error or problem with a Product, Company will provide Trend with timely, accurate, and complete information about a virus or Product case sufficient to permit Trend to reproduce, diagnose, and resolve the case and agrees to otherwise cooperate with Trend in case resolution. Company will implement any corrective procedures provided by Trend promptly after receipt from Trend.

(e) Current Releases. Throughout the Term of this PSP Agreement, Company will use commercially reasonable efforts to download and install new Pattern Updates (including scan engines updates if applicable) promptly after they become available. Company shall also install and use the most current version of Products/Product Updates within a reasonable time after new versions become available

(f) Information/Assistance. Company will supply Trend with current information about Company's system architecture and hardware configuration including, when available, "Visios" or other similar electronic blueprints. Company also

agrees to notify its CSM or CSMs within seven (7) days of any changes to its network or operating environment.

(g) Reasonable Assistance/Information. Company, at its expense, will provide Trend with access to, and assistance of, personnel with the appropriate knowledge, expertise and information reasonably required: (i) to recreate, diagnose and/or resolve reported problems; and (ii) to provide other assistance or information under this PSP Agreement. Company shall also otherwise fully cooperate with Trend in connection with the provision of Premium Support Services under this PSP Agreement. In addition, Company agrees to help Trend monitor and improve the quality and nature of its Premium Support Services Program by providing Trend with periodic written and/or oral feedback about the quality and nature of services provided under this PSP Agreement.

(h) Back-Up. During the Term of this PSP Agreement, Company will regularly back-up its computer system(s) and data on separate media. Company acknowledges that any failure to do so may significantly decrease its ability to mitigate any harm or damage arising from any problem or error in the Products or the provision of services under this PSP Agreement.

(i) Affiliate Support. If Company is authorized in the License Agreement to permit its Affiliates (as defined in the License Agreement) to access and use any or all Products licensed to Company, no such Affiliate will be entitled to directly request or receive services hereunder from Trend, rather, such Affiliates must request services from Company, which in turn, will request that such services be provided by Trend to Company in support of such Affiliate that is located in the Region/Country.

(j) Extensions. If Company has not secured funding to re-purchase premium support services for another year on or before the date of expiration of the Term of this PSP Agreement and if Company requests an extension of such services (not to exceed sixty (60) days) to allow it secure the necessary funds to procure further Premium Support Services, then in such event, Trend may (in its sole discretion) agree to continue to provide some or all services for such time as it deems appropriate, which may be terminated at any time by either Party on notice to the other Party (an "**Extension Period**"). Any Premium Support Services performed during the Extension Period will continue to be governed by this PSP Agreement. In the event that Company to purchases subsequent Premium Support Services during an Extension Period, the Parties agree that the term of the applicable agreement will be retroactive to the beginning of the Extension Period, in effect compensating Trend for Premium Support Services performed during the Extension Period. In the event that Company does not re-purchase premium support services, Trend shall have no claim for compensation for services performed during Extension Period.

12. Intellectual Property Rights. Trend shall retain all Intellectual Property Rights in any Product, computer software, programs and associated documents supplied by Trend or developed by Trend during the course of this PSP Agreement as well as the work product (including, without limitation, any new or additional virus/malware/threat information) of any Premium Support Services. The Company will do all such acts and things as Trend may reasonably require for the purpose of preserving or perfecting these rights.

13. Term and Termination.

(a) Term. The "**Term**" of this PSP Agreement will be one (1) year unless otherwise agreed between the Parties (the "Initial Term") beginning on the Effective Date and will terminate automatically and without notice at the end of the Term unless an extension is agreed between the Parties ("Renewal Term") prior to the end of the Initial Term. Company may purchase Premium Support Services for additional Renewal Terms, but it is understood that such services may not necessarily be subject to and performed under the terms and conditions of this PSP Agreement, but instead, such additional Premium Support Services may be subject to and performed under Trend's then-current PSP Services terms and conditions of agreement published at <https://success.trendmicro.com/support-policies> on the effective date of the additional Premium Support Services.

(b) Termination. Either Party may terminate this PSP Agreement at any time upon thirty (30) days prior written notice if the other Party is in breach of any material provision of this PSP Agreement, if such breach is not cured within such thirty (30) day period. This PSP Agreement shall terminate automatically with no further action by either Party if: (i) the License Agreement for all Products terminates for any reason; (ii) either Party files a voluntary petition for protection under the bankruptcy laws of the United States or a similar state statute; (iii) an involuntary petition for bankruptcy is filed against a Party and such petition is not dismissed within sixty (60) days; or (iv) a receiver, trustee or similar entity is appointed for a Party, or a Party makes a general assignment for the benefit of creditors.

(c) Effect of Termination. Upon termination of this PSP Agreement because of a breach by Company, Trend's obligation to provide the services under this PSP Agreement shall immediately cease. Upon termination, the Company shall destroy or return any material containing Trend's intellectual property provided to Company under this PSP Agreement.

14. Fees. Company will pay Trend (or a Channel Partner) the applicable annual Premium Support Services fees for this PSP Agreement on the agreed payment terms. Any other sums payable by the Company directly to Trend under this PSP Agreement are due within thirty (30) days of Trend's invoice.

15. Limited Warranty.

(a) Limited Warranty. During the Term, Trend warrants that it will perform Premium Support Services in a

competent workmanlike manner consistent with prevailing industry standards. **SUBJECT TO THE FOREGOING, THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PREMIUM SUPPORT SERVICES PROVIDED UNDER THIS PSP AGREEMENT AND TREND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.**

(b) Exclusive Remedy. If at any time Premium Support Services do not conform to the Limited Warranty set forth in Section 15(a), and Company notifies Trend in writing of such failure within the warranty period, Trend will use commercially reasonable efforts, at its sole cost and expense, to re-perform Premium Support Services to achieve commercially reasonable conformance with the Limited Warranty, provided that Trend shall have no obligation to correct any or all errors in the Products. If Trend is unable to re-perform Premium Support Services to achieve commercially reasonable conformance with the Limited Warranty after using commercially reasonable efforts, as Trend's sole obligation and liability and Company's sole and exclusive remedy with respect thereto, either Company or Trend may at the discretion of each, terminate this PSP Agreement for convenience, in which event Trend shall refund to Company the fees applicable to the remaining portion of any paid Premium Support Services.

16. Limitation of Liability; Disclaimer of Damages. EXCEPT FOR CLAIMS RELATING TO DEATH OR PERSONAL INJURY WHICH SHALL NOT BE LIMITED, THE TOTAL LIABILITY OF TREND TO COMPANY FOR DAMAGES ARISING OUT OF OR RELATED TO ANY EXPRESS/IMPLIED OR STATUTORY WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORT OR EQUITABLE ACTION OR OTHERWISE ARISING OUT OF OR RELATED TO THIS PSP AGREEMENT AND/OR THE PREMIUM SUPPORT SERVICES TO BE PERFORMED HEREUNDER, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES (INCURRED IN REASONABLE RELIANCE UPON TREND) IN AN AMOUNT NOT TO EXCEED, IN THE AGGREGATE, THE FEES PAID BY COMPANY TO TREND UNDER THIS PSP AGREEMENT DURING THE ONE (1) YEAR TERM. IN NO EVENT OR CIRCUMSTANCE SHALL TREND BE LIABLE TO COMPANY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST OR CORRUPTED DATA, LOST PROFITS OR SAVINGS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR RELATED TO THIS PSP AGREEMENT OR THE PREMIUM SUPPORT SERVICES PROVIDED OR TO BE PROVIDED HEREUNDER, WHETHER OR NOT TREND OR COMPANY HAS BEEN ADVISED OR KNEW OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION OR THEORY ASSERTED.

17. Use of Company Data.

(a) The extent of any processing of Company Data carried out by Trend for Company is limited to any processing of Company Data that Trend may conduct in connection with or incidental to its provision of Premium Support Services to Company under this PSP Agreement.

(b) Company appoints and instructs Trend as its processor or subprocessor to process the Company Data for the purpose of providing Premium Support Services to Company as described in the PSP Agreement (or as otherwise agreed in writing between the Parties) (together the "**Permitted Purposes**"), unless Trend is required otherwise by Applicable Laws; in which case, Trend shall inform Company of that legal requirement before processing, unless prohibited by any such laws from doing so. Company agrees and confirms that this PSP Agreement constitutes Company's complete and sole instructions to Trend Micro regarding the Company Data. By entering into this Agreement, each of Company and Trend acknowledges and agrees that it is also entering into and agreeing to be bound by: (1) the **Data Processing Addendum**; and (2) the **Standard Contractual Clauses**, it being further agreed that each of the Data Processing Addendum and Standard Contractual Clauses shall only apply, on the terms and subject to the conditions and limitations set forth herein and therein, if and to the extent that Trend acts as a processor or subprocessor for GDPR Data (but not other Company Data) that Company (and its Affiliates that have been authorized to access, deploy, and/or utilize Services hereunder) provides or makes available to Trend hereunder. If any Affiliates of Company utilize any Services, Company hereby enters into and agrees to be bound by the Data Processing Addendum and the Standard Contractual Clauses for itself and on behalf of each such Affiliate, and Company represents and warrants to Trend Micro that Company is duly authorized, and Company and all such Affiliates have each taken, all necessary action to do so validly.

(c) In relation to the Company Data Company shall comply with the obligations that apply to it under GDPR.

(d) The subject-matter, duration, nature and purpose of this processing by Trend of the Company Data are as set out in this PSP Agreement. The categories of data subjects are as set out in the definition of Company Data. Company chooses what types of personal data will be processed by Trend when Company uses the Premium Support Services.

18. General.

(a) Assignment. Trend may assign or subcontract some or all of its support service obligations under this PSP Agreement to qualified third parties, provided that no such assignment or subcontract shall relieve Trend of its obligations under this PSP Agreement. The Company shall not sell, transfer, or assign all or any portion of its rights or obligations under this PSP Agreement without the prior written consent of Trend which may be withheld at its discretion. Any act in derogation of the foregoing shall be void.

(b) Entire Agreement. This PSP Agreement and any amendments thereto, constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all

contemporaneous oral negotiations, commitments and understandings of the Parties. This PSP Agreement shall not be modified or amended in any respect, nor shall any of its terms or conditions be waived, except by a subsequent writing, mutually agreed upon and executed by the authorized representatives of both Parties.

(c) Insurance. Trend Micro and its subcontractors, if any, will each maintain proper Workers' Compensation Insurance covering its respective employees performing services under this PSP Agreement.

(d) Legal Effect. If any provision of this PSP Agreement shall be held illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall substitute for the invalid provision a valid provision which most closely approximates the economic effect and the intent of the invalid provision.

(e) Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this PSP Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this PSP Agreement. A waiver to be valid shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

(f) Force Majeure. Except for its obligations to make payments under this PSP Agreement, neither Party shall be liable to the other Party for performance delays/non-performance due to causes beyond its reasonable control, including, for example, delays/non-performance due to earthquake, flood, fire, storm, hurricane, natural disaster, act of God, war, terrorism, armed conflict, labor strike or work stoppage, lockout, boycott or other similar or dissimilar events beyond its reasonable control.

(g) Governing Law; Severability. This PSP Agreement, the performance of the performance of the Parties hereunder, and all disputes arising or related hereto will be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably consent to the sole and exclusive *in personam* jurisdiction of the Courts of England and all proceedings 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.

(h) Third Party Beneficiaries. The Parties to this PSP Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

Annex 1
Data Processing Addendum
with the Standard
Contractual Clauses

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses agreed by the parties concerning Support Services.

Data exporter

The entity identified as “Company” in the Premium Support Program Agreement to which these Clauses are attached and/or being a user of Trend Micro's data security products and/or services.

Data importer

Trend Micro Incorporated (USA) offers a variety of data security products and services, including anti-virus, anti-malware and other software and cloud products.

Data subjects

Data subjects may include employees or customers or other contacts of data exporter, at its sole discretion and control. In particular, this will include the personal data of Company employees who use the Premium Support Services and any personal data of other individuals contained within files accessed by Trend Micro Incorporated in the course of providing the Premium Support Services.

Categories of data

Any data that Data exporter decides to provide or allow access to during the provision of Premium Support Services. Data categories may include:

- Name
- Phone number
- Email address
- Device ID
- Operating system
- License Key/Product information, such as MAC address, device ID
- Public IP address of the user's gateway to the internet
- Mobile/PC environment
- Metadata from suspicious executable files
- URLs, Domains and IP addresses of websites visited
- Metadata of user/device managed by gateway Product
- Application behaviours
- Behaviours of Product users
- Information from suspicious email, including sender and receiver email address, and attachments
- Detected malicious file information
- Detected malicious network connection information
- Debug logs
- Network Architecture/Topology
- Screen capture of errors

Special categories of data (if appropriate)

The personal data that may be transferred would not normally concern any special categories of data and Data exporter is advised against providing Data importer with special categories of data. However, there could be sensitive data in the files provided to and/or accessed by Data importer.

Processing operations

The Data importer will process the data provided or accessed in order to provide the Premium Support Services. This can include a Customer Service Manager assisting the Data exporter, managing the Data exporter's account, coordinating the Data exporter's requests for technical support, providing periodic reports, and carrying out onsite visits, checks and assessments.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses agreed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

As described in Annex 1 of the PREMIUM SUPPORT PROGRAM AGREEMENT to which these Clauses are attached.

End of PSP Agreement