

COOPERATION AGREEMENT

This Cooperation Agreement (hereinafter the "**Agreement**") is entered into as of _____ (the "**Effective Date**") by and between Trend Micro, Incorporated, a California corporation located at 10101 N. De Anza Blvd., Cupertino, CA ("**Trend Micro**") and _____, a _____ corporation located at _____ ("**Company**"). Company and Trend Micro are sometimes referred to collectively herein as the "**Parties**" and each individually as a "**Party**".

Whereas, Trend Micro, among other things, develops network antivirus and Internet content security software products and services (the "**Trend Micro Products**");

Whereas, Company, among other things, develops or _____ (the "**Company Software**"); and

Whereas, Company and Trend Micro wish to cooperate as set forth in this Agreement so that the Trend Micro Products do not identify the Company Software as suspicious or malicious code ("**Suspicious Code**");

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and conditions contained herein, Trend Micro and Company agree as follows:

1. Company Software and Trend Micro Products

1.1 Promptly after the Effective Date and from time to time during the Term, Company will provide to Trend Micro via FTP certain files relating to its Company Software listed on attached **Exhibit A** (the "**Company Software**") solely for use as set forth in this Agreement. Company may update the list of Company Software on the attached **Exhibit A** by providing Trend Micro with an update from time to time.

1.2 Subject to the terms and conditions of this Agreement, during the Term, Company hereby grants to Trend Micro a worldwide, royalty-free, non-transferable, non-exclusive, non-sublicensable (except as set forth in Section 1.3) license to use the Company Software solely for the purpose (the "**Purpose**") of: (i) scanning the Company Software so that the Trend Micro Products do not identify the Company Software as Suspicious Code, (ii) including those portions of the Company Software within the Trend Micro Products solely to ensure that the Trend Micro Products do not identify the Company Software as Suspicious Code, and (iii) authorize the rights granted in (i) and (ii) above to Trend Micro's Affiliates. Except as expressly set forth in this Section 1, Trend Micro may not transfer, sublicense, assign or distribute the Company Software to any third party and/or for other than the Purpose without Company's prior written consent. For purposes of this Agreement, "Affiliates" means any corporation, company, subsidiary or other entity, which: (i) is currently controlled by a Party; or (ii) currently controls a Party; or (iii) is currently under common control with a Party; "controlled" or "control(s)" means the direct or indirect ownership of more than fifty percent (50%) of the shares or interests entitled to vote for the directors of such Party or the equivalent, for so long as such entitlement exists, or equivalent power over management.

1.3 If any Trend Micro Product identifies any Company Software as containing Suspicious Code, then Trend Micro and Company will both use commercially reasonable efforts to promptly address the situation. Company shall promptly cooperate with Trend Micro and address any Trend Micro

concerns relating to the Company Software before removal by Trend Micro of the detection by Trend Micro Products of the Company Software as or containing Suspicious Code.

1.5 As between the Parties, (i) Trend Micro is and shall remain the sole and exclusive owner or authorized licensee of and will retain all right, title, and interest, including all intellectual property rights, in and to the Trend Micro Products, and (ii) Company is and shall remain the sole and exclusive owner or authorized licensee of and will retain all right, title, and interest, including all intellectual property rights, in and to the Company Software. Except for the specific licenses granted in Sections 1.2, Company grants to Trend Micro no licenses or rights with respect to the Company Software under this Agreement.

2. Representations and Warranties, Limitations & Indemnification

2.1 Each Party represents and warrants to the other that (i) it has the full right and power and is free to enter into and fully perform this Agreement; (ii) neither the execution or delivery of this Agreement, nor such Party's performance of any obligations under this Agreement, will conflict with or violate any other license, agreement or commitment by which such Party is bound; and (iii) it will perform its obligations under this Agreement in a professional, diligent and competent manner and comply with all applicable laws and regulations. Trend Micro further represents and warrants to Company that the Trend Micro Products do not infringe any intellectual property right of any third party.

2.2 Company represents and warrants it will use commercially reasonable efforts to ensure the Company Software provided to Trend Micro does not have any viruses, worms or other intentionally harmful code.

2.3 THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES OR REPRESENTATIONS OR CONDITIONS. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES OR REPRESENTATIONS OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 EXCEPT FOR (i) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 4.1, AND (ii) A PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 2.5, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE THIS SECTION DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY (INCLUDING DEATH), OR PHYSICAL DAMAGE TO TANGIBLE PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT AS PROVIDED FOR A BREACH OF SECTION 4.1 (CONFIDENTIALITY OBLIGATIONS) OR EXCEPT AS PROVIDED UNDER SECTION 2.5 (INDEMNITY OBLIGATIONS), IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH, ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED USD\$5,000. THE PARTIES AGREE THAT THE LIMITATION

SPECIFIED IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

2.5 Each Party (an “**Indemnifying Party**”) agrees to indemnify and hold harmless, and pay the reasonably related costs and fees of, the other Party, its corporate affiliates, and their respective officers, directors, employees, agents, shareholders, representatives and independent contractors (each an “**Affected Party**”) from and against any unaffiliated third party claims that arise out of or in connection with any actual or alleged breach of this Agreement by the Indemnifying Party, provided that (a) the Affected Party shall promptly notify the Indemnifying Party of such claim; (b) the Indemnifying Party shall have the sole and full control over the defense, proceedings and settlement against the third party claimant.

3. Termination

3.1 This Agreement will commence on the Effective Date and will remain in effect unless and until terminated earlier as provided in Section 3.2 (the “**Term**”).

3.2 Either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party upon the other Party’s material breach of this Agreement, unless such breach is cured within such thirty (30) day notice period. In addition, either party may terminate this Agreement for convenience on thirty (30) days’ written notice to the other party. Upon termination of this Agreement, all licenses granted hereunder shall immediately terminate, and Trend Micro will promptly destroy or return all Company Software and other Company materials in Trend Micro’s possession. In the event of any termination of this Agreement, Sections 1.5, 2, 3.2 and 4 will survive in accordance with their terms.

4. Miscellaneous

4.1 As used in this Agreement, “Confidential Information” means: (a) any trade secrets and/or other non-public information, in print or electronic form or disclosed orally, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including, without limitation, non-public information relating to either Party’s products, services, customers, web sites, product plans, designs, costs, prices or names, finances, marketing plans, business opportunities, personnel, research, development or know-how; and (b) the existence, terms and conditions of this Agreement. “Confidential Information” does not, however, include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving Party; (ii) is known and has been reduced to tangible form by the receiving Party prior to the time of disclosure and is not subject to restriction on disclosure; (iii) is independently developed by the receiving Party without the use of the other Party’s Confidential Information; (iv) is lawfully obtained from a third party that has the right to make such disclosure; or (v) is made generally available by the disclosing Party without restriction on disclosure. Each Party will protect the other’s Confidential Information that it receives in connection with this Agreement from unauthorized dissemination and use with the same degree of care that such Party uses to protect its own like information and in no event using less than a reasonable degree of care. Neither Party will use the other’s Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Except as expressly provided in this Agreement, neither Party will disclose to third parties the other’s Confidential Information without the prior written consent of the other Party.

Except as expressly provided in this Agreement, no ownership or license rights are granted in any Confidential Information. The other provisions of this Agreement notwithstanding, either Party will be permitted to disclose the Confidential Information to its employees or outside legal and financial advisors with a need to know, and to the extent required by applicable laws; provided, however, that before making any such required filing or disclosure, the disclosing Party will first give written notice of the intended disclosure to the other Party and cooperate in seeking to obtain any available confidential treatment for the same. Without limiting the generality of this Section 4.1, neither Party will issue any press release or make any other public disclosure regarding this Agreement or its terms without the other Party's prior written consent.

4.2 This Agreement will be governed by the laws of the State of California, USA, excluding that body of law known as conflict of laws. The exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

4.3 The relationship of the Parties is that of independent contractors. This Agreement does not give either Party the power to direct the day to day activities of the other, constitute the Parties as partners, joint venturers, co-owners or principal-agent, or allow either Party to create or assume any obligation on behalf of the other Party.

4.4 Neither Party shall be entitled to assign, subcontract or otherwise dispose of its rights and be released from its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Company may assign this Agreement to a person or entity that controls, is controlled by, or is under common control with Company.

4.5 If any provision of this Agreement is determined by a court to be unenforceable, then the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be deleted from this Agreement, and the remainder of the Agreement will continue in effect.

4.6 This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all and any prior understandings, undertakings and promises between Company and Trend Micro, whether oral or in writing. This Agreement may be executed in counterparts, including by facsimile, each of which will be deemed an original and all of which together will be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

TREND MICRO, INCORPORATED:

Contact Information:

By: _____

Address: Legal Dept
10101 N. De Anza Blvd
Cupertino, CA 95014

Name: _____

Telephone: 408-257-1500

Title: _____

Fax: 408-863-6587

Date: _____

e-mail: _____

COMPANY: _____

Contact Information:

By: _____

Address: _____

Name: _____

Telephone: _____

Title: _____

Fax: _____

Date: _____

e-mail: _____

EXHIBIT A
Company Software

CONFIDENTIAL