ZERO DAY INITIATIVE RESEARCHER AGREEMENT

Welcome to Trend Micro's Zero Day Initiative ("**ZDI**") researcher program ("**Program**"). This Program is governed by this researcher agreement ("**Researcher Agreement**"), which is between you and Trend Micro Incorporated ("**Trend Micro**"). Your participation as a security researcher ("**Researcher**") in the Program will be contingent upon your compliance with the terms of this Researcher Agreement. This Researcher Agreement supersedes all prior agreements previously in effect between Trend Micro and each Researcher, including agreements entered into with TippingPoint Technologies, Inc. By clicking the Accept button or accepting via e-mail, you agree that you have read and accept the terms and conditions contained in this Researcher Agreement.

Trend Micro may amend this Researcher Agreement at any time by posting the amended terms on the ZDI Web Site at http://www.zerodayinitiative.com (the "**Site**") and such amended terms shall automatically be effective 10 days after they are initially posted on the Site. This Researcher Agreement may not be otherwise amended except in a writing signed by you and Trend Micro.

1. PROGRAM DESCRIPTION

The Program is designed to allow Researchers to submit vulnerability and/or exploit code research data related to information security ("**Vulnerability Information**") in order for Trend Micro to utilize such Vulnerability Information to help identify and/or prevent vulnerability attacks. As part of this program, Trend Micro will provide a pre-release to the vendor of the software prior to the public release of the Vulnerability Information.

2. ELIGIBILITY

Only those individuals or entities that can form legally binding contracts under applicable law may apply to be a Researcher. Without limiting the foregoing, persons under the age of 18 may only become a Researcher in conjunction with and under the supervision of your parents or guardians. If you have been temporarily or indefinitely suspended from the Program, you will not be allowed to become a Researcher until such suspension is lifted. You are not eligible to participate in the Program if you are currently an employee of or consultant to Trend Micro. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Researcher Agreement.

Your username and password are for the registered individual's or entity's use only. You may not share your account information with others. Your accounts are authorized on an individual or entity basis for individual or entity use, unless specified otherwise by specific contract between Trend Micro and the Researcher. Participation in the Program is non-exclusive. Further, your ZDI account and User ID may not be transferred or sold to another party.

You represent that your participation in the Program does not violate or conflict with any agreement, obligation, or duty you may have to any other person or entity. You agree to notify Trend Micro immediately if and to the extent you are no longer permitted to participate in the Program. You must not disclose trade secrets or other proprietary or confidential information of an employer or other entity to whom you owe a duty of confidentiality.

3. YOUR INFORMATION

3.1 Definition. "**Your Information**" is defined as any information you provide to Trend Micro in the registration process or in connection with or relating to your participation in the Program as a Researcher or through any email feature of the Site; provided that, Your Information shall expressly exclude Vulnerability Information. You are solely responsible for Your Information.

3.2 Representations Regarding Your Information. You represent and warrant that Your Information is true and correct in all respects. If at any time Your Information becomes inaccurate or incorrect in any respect, you will promptly update Your Information through the Site or by contacting Trend Micro.

3.3 Restricted Activities. Your Information and your activities on the Site shall not: (a) be false, inaccurate, or misleading; (b) be fraudulent; (c) infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising); (e) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (f) be obscene; (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; or (h) create liability for Trend Micro.

3.4 License. Solely to enable Trend Micro to use Your Information, so that Trend Micro is not violating any rights you might have in Your Information, you agree to grant Trend Micro a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. Trend Micro will only use Your Information in accordance with Trend Micro's Privacy Policy.

4. VULNERABILITY INFORMATION

4.1 Definition. In connection with your participation in the Program, you may submit Vulnerability Information to Trend Micro for review and potential acquisition. You agree that Vulnerability Information submitted through the Site is, to the best of your knowledge, not in the public domain at the time of submission and that all work and Vulnerability Information submitted to Trend Micro is proprietary to you and has not been stolen or obtained in any unethical or unlawful manner. You agree to provide Vulnerability Information in good faith and in all cases consistent with the terms of this Researcher Agreement.

4.2 License to Evaluate. In order to enable Trend Micro to assess and make a Trend Micro Offer (as defined in Section 4.3 below) for the Vulnerability Information you submit through the Site, subject to the confidentiality provisions in Section 5, you agree to grant Trend Micro an exclusive, worldwide, royalty-free right to take any actions Trend Micro deems necessary or appropriate in order to evaluate, test, and verify the Vulnerability Information. This license shall terminate immediately upon acceptance of a

Trend Micro Offer by you, final rejection of a Trend Micro Offer by you, final withdrawal of a Trend Micro Offer by Trend Micro, you withdrawing your request from Trend Micro, or Trend Micro closing a submission without issuing a Trend Micro Offer.

4.3 Acquisition of Vulnerability Information. After Trend Micro has received and evaluated the submitted Vulnerability Information, Trend Micro may, in its sole and absolute discretion, make an offer ("**Trend Micro Offer**") to purchase all rights to the Vulnerability Information from you. A Trend Micro Offer will be made to you either through the ZDI portal on the Site or via email and shall include the United States dollar amount (the "**Offer Amount**") Trend Micro is willing to pay. A Trend Micro Offer may only be accepted by you through (and in accordance with the instructions contained on) the Site or in the e-mail and will be subject to the applicable Program terms. Any time prior to your acceptance of a Trend Micro Offer, Trend Micro may withdraw such Trend Micro Offer by removing the Trend Micro Offer from the Site or via e-mail communication. Upon acceptance of a Trend Micro Offer, you agree to convey, assign, transfer, and deliver to Trend Micro all of your right, title, and interest in and to all intellectual property in the Vulnerability Information.

YOU AND Trend Micro EXPRESSLY ACKNOWLEDGE AND AGREE THAT COMMUNICATIONS BETWEEN YOU AND Trend Micro OVER THE TELEPHONE, OR ANY OTHER FORM OF WRITTEN OR VERBAL COMMUNICATION (OTHER THAN A Trend Micro OFFER POSTED BY Trend Micro TO YOUR ACCOUNT THROUGH THE PORTAL ON THE SITE OR OFFERED VIA EMAIL OR YOUR ACCEPTANCE OF SUCH Trend Micro OFFER, OR A WRITING MANUALLY SIGNED BY YOU AND AN AUTHORIZED Trend Micro REPRESENTATIVE) SHALL NOT CONSTITUTE BINDING OFFERS AND SHALL NOT FORM THE BASIS FOR AN AGREEMENT BY ESTOPPEL OR OTHERWISE. ALL SUCH COMMUNICATIONS ARE NOT INTENDED TO CREATE AN AGREEMENT BETWEEN YOU AND Trend Micro AND ARE HEREBY EXPRESSLY MADE NONBINDING.

4.4 Payment to Researchers; Taxes. You must follow any existing employers' policies that may relate to payment by Trend Micro. Following the valid acceptance of a Trend Micro Offer, you may request payment by one of the ZDI available methods of payment and your compensation will be equal to the amount of the Trend Micro Offer accepted by you. Trend Micro will use reasonable efforts to pay you within two weeks of your request. Note that individual U.S. persons participating as Researchers will receive a U.S. I.R.S. Form 1099 from Trend Micro for any payments as required. If you will receive a Form 1099, then you must send your completed and signed Form W-9 to Trend Micro to the e-mail address or fax number set forth on the Site. Non-U.S. individual Researchers may be asked to confirm such status. Entities will record the income in accordance with their normal accounting policies. You agree to pay all taxes and fees assessed on you by any governmental agency in connection with or incident to the performance of this Researcher Agreement.

5. CONFIDENTIALITY OF VULNERABILITY INFORMATION

5.1 Evaluated Vulnerability Information. Trend Micro understands that you will be submitting proprietary Vulnerability Information. In consideration of the parties' discussions and any access Trend Micro may have to your Vulnerability Information during the evaluation process, Trend Micro hereby agrees to hold your Vulnerability Information in confidence and only use such Vulnerability Information to the extent contemplated by Section 4.2 above. You agree that the foregoing shall not apply with respect to any Vulnerability Information (A) after one year following the disclosure thereof to Trend Micro, and Trend Micro will have the specific right to disclose the vulnerability if you provide no response to Trend Micro for over a year, or (B) that is or becomes generally known to the public, or (C) that was in Trend Micro's possession or known by Trend Micro prior to receipt from you, or (D) that was rightfully disclosed to Trend Micro by a third party, or (E) that was independently developed by Trend Micro without use of any of your Vulnerability Information, or (F) was or is provided by you to third parties without similar restrictions. Furthermore, Trend Micro may make disclosures of Vulnerability Information if legally compelled to do so by any court order, governmental investigative body, judicial agency, or the like. In addition, for Acquired Vulnerability Information (as defined in Section 5.2 below) this Section 5.1 shall apply to you effective upon the acceptance of the related Trend Micro Offer and you agree not to release Acquired Vulnerability Information to any third party.

5.2 Acquired Vulnerability Information. With respect to any Vulnerability Information that is acquired by Trend Micro ("Acquired Vulnerability Information"), Trend Micro shall have the exclusive right, title and interest in and to Acquired Vulnerability Information, and notwithstanding anything to the contrary contained herein, may exercise full ownership rights in Acquired Vulnerability Information free and clear of any of the restrictions applicable to Vulnerability Information contained elsewhere in this Researcher Agreement, which provisions shall expressly not apply to Trend Micro's use of Acquired Vulnerability Information. Immediately following your acceptance of a Trend Micro Offer to purchase Vulnerability Information from you, you hereby agree except as permitted by Section 6.2 or as otherwise agreed by Trend Micro in writing, not to make any use whatsoever at any time of such Acquired Vulnerability Information.

6. BENEFITS TO RESEARCHERS

6.1 ATTRIBUTION. If you specify through the Site that you desire to receive credit for discovering Acquired Vulnerability Information, then Trend Micro will provide such credit in the form you reasonably request in the publicly disclosed advisory about the Acquired Vulnerability Information. Should the Researcher who submitted such Acquired Vulnerability Information reproduce and republish any public disclosure of the Acquired Vulnerability Information, either directly or indirectly, on his/her/its own web site or a third party's web site prior to the Trend Micro's Zero Day Initiative's public disclosure and/or public disclosure by the vendor, Trend Micro's Zero Day Initiative reserves the right to withhold credit from the Researcher.

6.2 RIGHT TO REPUBLISH CERTAIN ACQUIRED VULNERABILITY INFORMATION. Following the public disclosure of the Acquired Vulnerability Information by Trend Micro and/or the affected vendor, the Researcher who submitted such Acquired Vulnerability Information may reproduce and republish the public disclosure on his/her/its own web site or a third party's web site; *provided that*, such Researcher may only reproduce such disclosure but may not add to, delete from or otherwise modify the public disclosure in any manner whatsoever, unless otherwise agreed by Trend Micro in writing. Nothing herein shall limit Trend Micro's ownership rights in the Acquired Vulnerability Information.

6.3 REWARD POINTS. By participating in the Program, you are eligible to receive the benefits detailed in the current Program Benefits, including the ZDI Referral Program and the ZDI Rewards Program. The current terms of these programs may be found at the following web address: https://www.zerodayinitiative.com/about/benefits/. These programs (and all associated benefits) may be modified or terminated by Trend Micro at any time without notice to you.

7. ACCESS AND INTERFERENCE
You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without Trend Micro's express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in Trend Micro's sole discretion an unreasonable or disproportionately large load on Trend Micro's infrastructure; (ii) except as otherwise provided herein, copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the Site without the prior expressed written permission of Trend Micro and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iv) bypass Trend Micro's robot exclusion headers or other measures Trend Micro may use to prevent or restrict access to the Site.

8. BREACH
Without limiting other remedies, Trend Micro may limit your activity, issue a warning, temporarily suspend, indefinitely suspend, or terminate your membership in the Program, withhold amounts to which you are otherwise entitled under this Agreement, or refuse to provide further access to the Site to you if: (a) you breach this Researcher Agreement or the documents it incorporates by reference; (b) Trend Micro is unable to verify or authenticate any information you provide to Trend Micro; or (c) Trend Micro believes that your actions may cause financial loss or legal liability for you, Trend Micro, or third parties.

9. PRIVACY
Trend Micro does not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and Trend Micro only uses your information as described in the Privacy Policy. Trend Micro views the protection of your privacy as a very important community principle. Trend Micro understands clearly that you and Your Information are some of Trend Micro's most important assets. Trend Micro stores and processes Your Information on computers located in the United States that are protected by physical as well as technological security devices. Trend Micro's current Privacy Policy is available athttp://www.trendmicro.com/us/about-us/legal-policies/privacy-statement/ .

10. NO WARRANTY; LIMITATION OF LIABILITY
Trend Micro, Trend Micro'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND Trend Micro'S SUPPLIERS PROVIDE Trend Micro'S WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY. Trend Micro, Trend Micro'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND Trend Micro'S SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

IN NO EVENT SHALL Trend Micro, Trend Micro'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR Trend Micro'S SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH Trend Micro'S SITE, YOUR PARTICIPATION IN THE PROGRAM, OR THIS RESEARCHER AGREEMENT (HOWEVER ARISING, INCLUDING UNDER CONTRACT, NEGLIGENCE, OR TORT). Trend Micro'S LIABILITY, AND THE LIABILITY OF Trend Micro'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE DOLLAR AMOUNT Trend Micro PAYS YOU IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

11. INDEMNITY
You agree to indemnify and hold Trend Micro and (as applicable) Trend Micro's subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Researcher Agreement or your violation of any law or the rights of a third party.

12. LEGAL COMPLIANCE
You shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of Trend Micro's Site and your participation in the Program. You further agree to comply fully with applicable export Laws with respect to the export of Vulnerability Information and shall not re-export any Vulnerability Information in violation of such applicable Law.

13. NO AGENCY
You and Trend Micro are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Researcher Agreement.

14. NOTICES
Except as explicitly stated otherwise, any notices shall be given by postal mail to: (i) for Trend Micro, Tend Micro Incorporated , Attn: Legal Department, 225 E. John Carpenter Freeway, Suite 1500 Irving, Texas 75062 , and (ii) for Researcher, to the email address you provided during the registration process. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid or 3 days after the date of mailing.

15. ADDITIONAL TERMS
The following policies or additional agreements are incorporated into this Researcher Agreement by reference and provide additional terms and conditions related to the Program:
Privacy Policy: http://www.trendmicro.com/us/about-us/legal-policies/privacy-statement/ . and
Any additional terms or conditions included in a Trend Micro Offer or on the Site.

16. GENERAL
This Researcher Agreement shall be governed in all respects by the laws of the State of Texas without regards to any choice of law provisions. If any provision of this Researcher Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Researcher Agreement and all incorporated agreements may be assigned by Trend Micro at any time, in Trend Micro's sole discretion. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Trend Micro's failure to act with respect to a breach by you or others does not waive Trend Micro's right to act with respect to subsequent or similar breaches. This Researcher Agreement and the agreements specifically incorporated by reference in Section 15 sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof. This Researcher Agreement shall automatically expire due to inactivity if

Researcher fails to respond to any communication from Trend Micro or submit any vulnerability for a period of 12 consecutive months. Trend Micro may terminate this agreement early in the event of a breach of the Researcher Agreement by Researcher. Any term which by its nature should continue in full force and effect after termination or expiration shall survive any termination or expiration of this Researcher Agreement.

END OF ZERO DAY INITIATIVE RESEARCHER AGREEMENT