

# 「侵入検知・防御サービス」

## サービス基本仕様書

本仕様書はトレンドマイクロ株式会社が提供する「Trend Micro Deep Security as a Service」(以下「DSaaS」という。)について別紙2に定める規約(以下「DSaaS 使用許諾契約書」という。)と株式会社オーグス総研(以下「当社」という。)のサービス利用規約(以下「利用規約」という。)に基づき提供されるサービスである「**侵入検知・防御サービス**」(以下「**本サービス**」という。)についての内容・レベル・範囲・条件等を以下の通り定めたものである。

なお、DSaaS 使用許諾契約書、利用規約を合わせて、以下「**両規約**」という。

### サービス概要

1. 本サービスは DSaaS を用いて、当社との間で本サービスを利用する契約が成立した法人又は団体(以下、「**契約者**」という。)のクラウド上に構築したシステムに対する侵入検知・防御機能を提供するサービスである。
2. 適用関係等
  - (1) 契約者は、両規約と本仕様書の条件に従って当サービスを使用する。
  - (2) 「DSaaS 使用許諾契約書」は予告なく変更されることがあり、当社からはその通告を行わない。
  - (3) 本仕様書の変更に当たっては、利用規約第 8 条に基づいて実施する。
  - (4) 利用規約により提供されるサービスの内容・レベル・範囲・条件と「DSaaS 使用許諾契約書」により提供されるサービスの内容・レベル・範囲・条件とが矛盾抵触する場合は「DSaaS 使用許諾契約書」のサービスの内容・レベル・範囲・条件が優先される。
  - (5) 「DSaaS 使用許諾契約書」と本仕様書の内容が矛盾抵触する場合は本仕様書の内容が優先される。
  - (6) 個別契約事項があり、本仕様書と内容が矛盾抵触する場合は個別契約事項が優先される。
  - (7) 当社は、DSaaS が原因で契約者に生じた損害の賠償義務を負わない。
  - (8) 契約者は、本サービスに使用されているシステム及びソフトウェアのバージョンアップ、修正プログラムの配信および設定変更が、契約者に対する事前通知なく、自動的に行われる可能性があることにつき同意したものとする。
  - (9) 契約者は、本サービス申込時に当社に提供した契約者の個人情報を当社がトレンドマイクロ株式会社に提供し、当社、トレンドマイクロ株式会社および両社の業務委託先等が

以下の範囲で利用することに同意したものとする。

- i. 委託先がサポートサービスの提供に使用する可能性があること
- ii. 委託先が業務上必要な範囲で閲覧することが可能であること
- iii. 問い合わせや苦情への対応、または法的措置を取ることを目的に利用すること

## 基本サービス

本サービスの基本サービスは、以下の通りとする。

3. 問い合わせ窓口などの詳細は、別紙 1 を参照とする。

### (1) 初期構築

- エージェント導入(対象サーバにエージェントプログラムをインストール)
- 侵入検知防御ルール設定
- レポート送信などの運用設定

### (2) 運用監視

- 定常運用
  - 侵入検知防御ルールの推奨設定を検索し、更新ルールがあれば自動もしくは手動で随時更新する。
  - 侵入検知防御レポートを提供する。(週次 or 月次)
- 障害監視(24H365D)
  - DSaaS で発生する障害を監視する。
  - DSaaS 上のログの保存期間は 13 週となっており、それ以上の保存が必要な場合は、別途、ログ管理製品等を提案する。
- 障害一次対応(24H365D)
  - 監視アラートを当社オペレータで受信し一次対応を行う。当社対応で問題が解決出来ない場合は、当社から契約者へ連絡し、解決方法を双方で協議する事とする。契約者へは、契約者が指定した連絡先にメールまたは電話により連絡する。
- 問合せ代行
  - 契約者からの問合せをトレンドマイクロ株式会社に契約者に代わって問合せし、トレンドマイクロ株式会社からの回答結果を当社から契約者に返答する。

- 侵入検知防御ルール追加/変更代行作業
  - 契約者からの依頼に基づき、侵入検知ルールを追加/変更する。

#### その他条件

本サービスのその他の条件は以下の通りとする。

4.

項目	内容
最低利用期間	30日
利用期間算定単位	毎月1日～月末まで。
支払い方法	当社は、毎月末締め、翌月10営業日以内に請求書を発行する。契約者は請求書到着後、請求書到着月末までに当社指定の銀行口座へ振り込むこととする。
利用期間の延長手続き	利用契約は、原則自動延長とし、契約終了または契約内容変更の書面による連絡がない場合は、引き続き同内容で契約を延長する。
利用契約の解約手続き	利用契約の解約手続きの期限は解約希望日の10営業日前までとし、該当日でサービスを停止する。サービス停止のための費用は発生しない。
環境構築	利用申込の受付連絡から30日以内で構築する。
契約内容変更	利用申込の受付連絡から30日以内で契約内容を変更する。対応内容により、サービスの停止や別途の費用が発生する場合がある。
契約内容確認	当社は、契約内容が遵守されていることを確認するため、契約者に対し監査を実施することがある。監査結果が契約内容と異なっていた場合は契約内容の変更やサービス提供の停止などの措置を講じることがある。

5.

#### セキュリティ対策

本サービスは、トレンドマイクロ株式会社のDSaaSを利用したサービスのため、DSaaSのセキュリティ対策に従うものとする。当社は、DSaaS側の不備により生じた直接あるいは間接の損害についてはいかなる責任も負わない。

6.

#### 禁止行為

契約者の故意・過失を問わず以下の行為が確認された場合、当社の判断で契約者・運用連絡責任者への通知なく該当のサービス停止処置を行うことがある。

- i. 利用規約の第 11 条に該当する場合
- ii. 「DSaaS 使用許諾契約書」に違反する場合

#### 利用料金

- (1) 料金
7. 別途当社が提示する見積書で定めた料金とする。
- (2) 料金の変更
- DSaaS の料金変更等の要因により当社が料金を変更する場合、変更が適用される 1ヶ月前までに、契約者が指定したメールアドレス宛に通知する。

#### サービスレベル

8. DSaaS で定めるサービスレベルアグリーメントに従うものとする。

#### <変更履歴>

2017年 4月1日

2017年 11月1日

2018年 3月1日

本サービスでは、別紙 2 の「DSaaS 使用許諾契約書」を適用する。

## 別紙 1

### 1 サポートサービス仕様

各サービスにお申込みいただくと、サポートサービス（お問い合わせ）をご利用いただけるようになります。

原則として、運用責任者連絡先に登録いただいた方からのお問い合わせのみ受け付けます。運用ご担当者が変更になった場合は運用責任者連絡先一覧更新をお願いいたします。

#### (1) 連絡先・サービス時間

サービスによってご利用いただけるサポートサービスが異なります。詳細はサービス仕様書を参照してください。

サポートサービス	方法	連絡先	受付時間	対応時間
障害時対応	電話	06-4393-2622	24 時間 365 日	
使用上の問合せ	メール	To : cloud_support@ogis-ri.co.jp	24 時間 365 日	営業日 (※) 09:00-18:00
運用責任者連絡先一覧更新	メール	To : cloud_support@ogis-ri.co.jp Cc : Support@iNETVASS.com	24 時間 365 日	営業日 (※) 09:00-18:00
作業依頼	メール	To : Support@iNETVASS.com Cc : cloud_support@ogis-ri.co.jp	24 時間 365 日	作業内容に基づき対応
料金に関する質問	メール	To : cloud_billing@ogis-ri.co.jp	24 時間 365 日	営業日 (※) 09:00-18:00

※営業日は次の通りです。

土曜日、日曜日、国民の祝日に関する法律（昭和 23 年法律第 178 号）に定める休日、年末年始（12 月 30 日から 1 月 4 日まで）および 5 月 1 日を除く日。

※複数サービスをご利用いただいている場合は運用責任者連絡先一覧を共通管理いたします。（サービス毎に運用連絡責任者を定義したい場合は別途ご相談ください。）

<変更履歴>

2015年4月1日

2017年2月1日

2017年10月16日

2017年11月1日

## 別紙 2

### 「DSaaS 使用許諾契約書」

IMPORTANT: READ CAREFULLY. USE OF TREND MICRO SOFTWARE AND SERVICES BY BUSINESS AND OTHER ENTITIES IS SUBJECT TO THE FOLLOWING LEGAL TERMS AND CONDITIONS

Trend Micro License Agreement

Trial and Paid Use License - Enterprise and SMB Software and Services

Date: December 2016

English/Multi-country

1. Scope. This Agreement applies to all Trend Micro software ("Software"), services sold as standalone products ("Standalone Services") and service components of Software ("Service Components") sold to small and medium business ("SMB") and large enterprises ("Enterprise"). Standalone Services and Service Components are collectively referred to as "Services". This Agreement shall also apply to Trend Micro Encryption for Email ("TMEE") for personal use. The term "Software" as used herein shall include TMEE. Professional or expert service offerings are governed by other agreements.

2. Binding Contract. This Trend Micro License Agreement ("Agreement") is a binding contract between Trend Micro Incorporated or a licensed affiliate/affiliate licensor ("Trend Micro") and the legal entity that will be using Trend Micro Software or Services on a paid or trial use basis or individuals who will be using TMEE on a personal use basis. An employee or other agent, including a reseller or contractor which installs or registers Software or Services, of this entity ("Representative") must accept this Agreement on behalf of the entity before the Software or Services may be used. Individuals who install or register TMEE for personal use must also accept this Agreement before using TMEE. Entities whose Representative has validly accepted this Agreement or individuals who have accepted this Agreement are referred to as "You." Please print this Agreement and save a copy electronically.

NOTE: SECTION 19 OF THIS AGREEMENT LIMITS TREND MICRO'S LIABILITY. SECTIONS 8, 15, 16 AND 17 LIMIT OUR WARRANTY OBLIGATIONS AND YOUR REMEDIES. SECTION 10 SETS FORTH IMPORTANT CONDITIONS OF USE FOR SOFTWARE AND SERVICES. PLEASE READ THESE SECTIONS CAREFULLY

**BEFORE ACCEPTING THE AGREEMENT.**

3. Agreement Acceptance. (a) If the Software is downloaded, or the Service initiated from, our website (for paid, trial or personal use purposes), this Agreement will be accepted and a contract formed when a Representative or an individual selects an "I Accept", "OK" or "Yes" button or box below prior to download or installation. (b) If the Software is installed from a Compact Disc (CD)/DVD accompanying a product package, this Agreement will be deemed accepted and a contract formed when a Representative or an individual breaks the seal on the CD/DVD jacket/case. (c) If an entity is already using an evaluation or other version of the Software or Service, it shall be deemed to accept the Agreement as a paid user when a Representative or an individual enters the paid use product registration key or activation code (whichever is first).

4. Agreement Rejection. If an individual is not authorized to accept this Agreement on behalf of the entity, or a Representative or an individual does not agree with any term or condition of the Agreement, select the "I Do Not Accept" or "No" button or box below and/or do not input the registration key or activation code, break the seal on the CD/DVD jacket/case or use the Software or Service(s). **IF ANY ENTITY DOES NOT AGREE WITH ANY TERM OF THIS AGREEMENT AND HAS PAID FEES BEFORE RECEIVING NOTICE OF THIS AGREEMENT, IT MAY CONTACT ITS SUPPLIER WITHIN 30 DAYS OF RECEIPT OF THE ORDER CONFIRMATION OR LICENSE CERTIFICATE FOR A REFUND.**

5. Applicable Agreement. When installing the Software or initiating a Service, You may be prompted to accept the same or another version of, or a third party, end user license agreement. The first version of a "Trend Micro License Agreement" You validly accept shall take precedence notwithstanding the terms contained in any other end user license agreement You may have been prompted to accept ? unless the Software or Services are subject to an existing written contract or agreement signed by Trend Micro, in which case, the signed contract shall take precedence. Updates made available to You will be subject to the terms of this Agreement. Updates will replace previously licensed parts of the Software or Services. Some Major and Minor Product Updates may also require You to accept additional or different license terms as a condition of use. Otherwise, this Agreement and Trend Micro's written specifications regarding Maintenance and licensed number of Computers, Virtual Machines or Users, as applicable, will supersede any prior or contemporaneous written or oral agreements, representations or understandings. Modifications to this Agreement must be agreed to in writing by Trend Micro.

6. Applicable Terms and Definitions. Paid Use Licenses: If You are Paid User, Sections 1



through 7 and 9 through 31 apply to You. Trial or Personal Use Licenses: If You are a "trial user" or "personal user" Sections 1 through 8, 10, 13, 14, 18, 19, 21 through 31 of this Agreement apply to You.

"Computer" means personal computers, workstations, handheld personal computers, cellular or mobile telephone or other digital electronic devices.

"Content Security Updates" are new versions of the Software's content security component(s) also known as pattern files or definitions.

"Documentation" means the technical documentation and operating instructions made available to You of the Software and/or Services, including printed updates, "Read Me" files and release notes available on-line.

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"Major Product Updates" are subsequent versions of the Software that contain new features or functionality.

"Minor Product Updates" are subsequent versions of the Software that contain bug fixes or minor enhancements and are typically designated by a change in the version number to the right of the decimal point.

"Paid Users" are those who have purchased a license to Software and/or Services or valid users of IBM Product (as such term is defined below).

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"Service Updates" are enhancements to the databases, heuristics or underlying technology of the Services. Service Updates are implemented without end user action.

"Trial Users" are those who have not purchased a license to Software and/or Services and are using the Software and/or Services for trial or evaluation purposes,

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"Users" are Your employees or independent consultants who use, or have access to, a Computer (including a shared Computer) or other device to perform work for You, which Computer or device is connected directly or indirectly to the server(s) or other systems

on which the Software is installed or who benefit from the use of the Software or is the person who actually uses any portion of the Software.

"Virtual Machines" are software implementations of a machine (i.e. a computer) that executes programs like a physical machine. Virtual Machines includes Managed Virtual Machines. "Managed Virtual Machine" means Powered-On Virtual Machine. "Powered-On Virtual Machine" means a virtual machine in an active power state and executing computing instructions.

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#### 9. Paid Use License.

(A) For Software: Subject to Your compliance with the terms and conditions of this Agreement and payment of the applicable license fees, You (i) may install and use the Software solely in support of Your internal business operations in the quantities and at the Use Levels described in this Agreement and the applicable License Instrument and (ii) have the right to make a reasonable number of copies of the Software for backup purposes. Use of Service Components is governed by Section B below. No more than five (5) Users of Trend Micro Control Manager may access and use that Software's report generation functions at the same time; however, additional concurrent usage licenses are available in groups of five (5) Users. Note that License fees are required for each Virtual Machine that is connected directly or indirectly to the network server(s) on which the Software is installed. If You have obtained the Software on a subscription basis, Your rights to use the Software shall end on the applicable end date as indicated on the applicable License Instrument and You shall cease use of the Software as of such applicable end date.

(B) For Service Components: You may enable and use Service Components of the Software solely in support of Your internal business operations in the quantities and at the Use Levels described in this Agreement and the applicable License Instrument during any Maintenance Term (as defined in Section 11 below) only.

(C) For Standalone Services: Trend Micro will provide You with the Standalone Services solely in support of Your internal business operations for the time period ("Subscription Term"), as stated on Your License Instrument, via online access on an outsourced basis during any Maintenance Term (as defined in Section 11 below) twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, subject to the applicable service level agreement. You must initiate Services to receive them, and You must initiate them promptly to receive Services for the full Subscription or Maintenance Term. You agree to provide Trend Micro with all information required to activate and perform the Standalone Services, including directory information with a

complete list of valid email addresses, and to notify Trend Micro of increases in the number of actual Users so that Subscription fees can be adjusted accordingly.

(D) For Documentation: You may make a reasonable number of copies of the Documentation for internal training and use. All such copies must include the same proprietary notices as the original Documentation provided by Trend Micro.

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(F) This Agreement will not apply to software contained in any Trend Micro hardware-based appliance, since any software that is included therein is provide under its own unique end user license agreement.

10. License Restrictions. Under this Agreement, You may not: (i) transfer or sublicense the Software, Service or Documentation to another person or entity; (ii) rent, lease, loan, auction, or resell the Software, Service or Documentation; (iii) modify, adapt, translate, or create derivative works of the Software, Service or Documentation; (iv) reverse engineer, de-compile, or disassemble the Software or Service, in whole or in part, or otherwise attempt to reconstruct or discover the source or object code or underlying ideas, algorithms, file formats, programming or interoperability interfaces (or in any instance where the law permits any such action, You agree to provide Trend Micro with at least 90 days' advance written notice of Your belief that such action is warranted and permitted and provide Trend Micro with an opportunity to evaluate if the law's

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18. Back-Up. While using any Software or Service, You must regularly back-up Your data and computer system(s) on separate media. You acknowledge that any failure to back-up data and systems may cause You to lose data in the event of an error in the Software, Service or Updates. Since only You, not Trend Micro, can know the value of Your computer systems and data, only You can implement back-up plans and safeguards appropriate to Your needs in the event that an error in the Software, Service or Updates causes computer problems or data loss.

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(A) SUBJECT TO SECTION 19(B) BELOW AND TO THE EXTENT PERMITTED BY



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(B) SECTION 19(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 19(A) AND 19(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 LICENSE FEE PAID OR PAYABLE BY YOU OR THE AMOUNT PAID BY YOU TO TREND MICRO, ITS RESELLERS OR ITS SUPPLIERS FOR ONE YEAR OF SERVICE. YOU AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THESE LIMITATIONS, THE FEES CHARGED FOR THE LICENSE, SERVICE AND MAINTENANCE WOULD BE HIGHER OR IN THE CASE OF SOFTWARE FOR EVALUATION, TREND MICRO WOULD NOT BE ABLE TO OFFER YOU THE RIGHT TO EVALUATE THE SOFTWARE AT NO CHARGE.

20. Audit. Upon reasonable notice and during regular business hours, Trend Micro shall have the right to audit Your use of the Software or Service. If the audit reveals unlicensed Computers, Virtual Machines or Users, You shall pay Trend Micro, within thirty (30) days of notice, the then-current license, subscription and/or Maintenance fees for unlicensed Computers, Virtual Machines or Users. If the fees payable for unlicensed use exceed five per cent (5%) of fees actually paid for the audited time period, You must reimburse Trend Micro for the costs and expenses of the audit.

21. Confidentiality/Nondisclosure. During the term of this Agreement or any Evaluation

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22. Assignability/Severability. You may not assign this Agreement or any right under this Agreement to any party, including any affiliate, without written approval from Trend Micro. Any purported assignment by You shall be null and void. Trend Micro may assign this Agreement, in whole or part, and delegate its obligations to qualified third parties or Trend Micro affiliates and/or subsidiaries, provided that no delegation of its obligations shall relieve Trend Micro of its obligations under this Agreement. You agree that if a court or other competent tribunal in any jurisdiction finds any provision of this Agreement invalid, such finding shall not affect any other provisions of the Agreement, which shall remain in full force and effect.

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28. Third Party and Open Source Technology. The Software may contain certain third party technology and You acknowledge that Your use of such third party 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. For Software that contains any Oracle technology, Oracle is a third party beneficiary under this Agreement and notwithstanding anything to the contrary in this agreement, Oracle's entire liability for damages under this Agreement shall not exceed one thousand United States dollars (USD\$1000). Such third party technology may also include software programs that are available without charge for use, modification and distribution or are licensed (or sublicensed) under the GNU General Public License (GPL) or other similar free software license. YOU HEREBY ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH THIRD PARTY TECHNOLOGY IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT ANY SUPPORT OBLIGATIONS AND TREND MICRO AND SUCH THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE

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29. Termination. This Agreement is effective until terminated. You may terminate it at any time by notifying Trend Micro in writing. In addition to any other available remedy under applicable law, Trend Micro may terminate this Agreement if You commit a material breach of the Agreement or You fail to cure any breach within thirty (30) days of receipt of notice from us. Upon such termination, You must destroy all copies of the Software and related Documentation. Sections 7, 15-19 and 21-29 survive the termination of this Agreement.

30. Governing Law/Trend Micro Licensing Entity.

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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. Fax: +353-21 730 7 ext. 373. If you are located in Europe (other than Austria, France, Germany, Italy, Switzerland or the United Kingdom) or Israel, this Agreement is governed by the laws of the Republic of Ireland. If you are located in the United Kingdom, this Agreement is

governed by the laws of England and Wales. If You are located in Austria, Germany or Switzerland, 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.

Russia, Turkey, Middle East (other than Israel) and Africa: If You are located in Russia, Turkey, Africa or the Middle East (other than Israel), the licensor is: Trend Micro DMCC, a limited liability company incorporated in United Arab Emirates having its registered office at Unit 3602, Jumeirah Business Centre 3, Jumeirah Lakes Towers, Dubai, United Arab Emirates, and this Agreement is governed by the laws of England.

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If You are located in Hong Kong or Taiwan, the licensor is: Trend Micro Inc., 8F, No.198, Tun-Hwa S. Road, Sec. 2, Taipei 106, Taiwan, Republic of China. 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 the People's Republic of China, the licensor is: Trend Micro (China) Inc., 8th Floor, Century Ba-shi 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, Tel: 86-21-63848899.

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The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Computer Information Transactions Act 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.

31. Websites/Questions. Trend Micro Websites may be accessed via [www.trendmicro.com](http://www.trendmicro.com). Direct questions about this Agreement to: [legal\\_notice@trendmicro.com](mailto:legal_notice@trendmicro.com).

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