

Hardware Product Limited Warranty

General Terms

This Trend Micro Hardware Product Limited Warranty ("Limited Warranty") gives you the customer, express limited warranty rights from Trend Micro, the manufacturer. In addition, you may also have other legal rights under applicable local law or other written agreement with Trend Micro. In the event of any conflict between (a) any such mutually executed written agreement between Trend Micro and you, and (b) these Limited Warranty terms, our mutually executed written agreement shall take precedence and govern.

SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

This Limited Warranty is applicable in all countries and may be enforced in any country or region where Trend Micro or its authorized service providers offer warranty service for the same product model number subject to the terms and conditions set forth in this Limited Warranty.

Under this Limited Warranty, products purchased in one country/region may be transferred to another country/region, where Trend Micro or its authorized service providers offer warranty service for the same product model number, without voiding the warranty. Warranty terms, service availability, and service response times may vary from country/region to country/region. Standard warranty service response time is subject to change due to local parts availability. Your Trend Micro authorized service provider can provide you with details.

Trend Micro is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by export controls issued by the United States or other governments.

This Limited Warranty applies only to genuine Trend Micro -branded hardware products (collectively referred to in this Limited Warranty as "Trend Micro Hardware Products") sold by or leased from Trend Micro, its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "Trend Micro"). All non-Trend Micro products or non-Trend Micro branded peripherals external to the Trend Micro Hardware Product such as external storage subsystems, displays, printers, and other peripherals are provided "AS IS" without Trend Micro warranty. However, non-Trend Micro manufacturers and suppliers or publishers may provide their own warranties directly to you.

Trend Micro warrants that the Trend Micro Hardware Products you have purchased or leased from Trend Micro are free from defects in materials or workmanship under normal use during the Limited Warranty Period.

Unless otherwise stated, and to the extent permitted by local law, new Trend Micro Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. Trend Micro may repair or replace Trend Micro Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for the remainder of the Limited Warranty Period of the Trend Micro Hardware Product they are replacing or in which they are installed. All component parts or hardware products removed under this Limited Warranty become the property of Trend Micro.

Exclusions

TREND MICRO DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. TREND MICRO IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE TREND MICRO HARDWARE PRODUCT. FURTHER, TREND MICRO DOES NOT WARRANT THAT THIS PRODUCT IS NOT VULNERABLE TO INTRUSION OR ATTACK.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective.

Trend Micro is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by Trend Micro are used; (2) configurations not supported by Trend Micro are used; (3) parts intended for one system are installed in another system of different make or model.

Limitation of Liability

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

Customer Responsibilities

To enable Trend Micro to provide the best possible support and service during the Limited Warranty Period, you will be required to:

- Maintain a proper and adequate environment, and use the Trend Micro Hardware Product in accordance with the instructions furnished.
- Verify configurations, load most recent firmware or software, install software patches, run Trend Micro diagnostics and utilities, and implement temporary procedures or workarounds provided by Trend Micro while Trend Micro works on permanent solutions.
- Allow Trend Micro to keep resident on your systems or sites certain system and network diagnosis and maintenance tools to facilitate the performance of warranty support (collectively referred to as "Proprietary Service Tools"). Proprietary Service Tools are and remain the sole and exclusive property of Trend Micro.
- Additionally, you will:
 - Use the Proprietary Service Tools only during the applicable warranty period and only as allowed by Trend Micro.
 - Install, maintain, and support Proprietary Service Tools, including any required updates and patches.
 - Provide remote connectivity through a Trend Micro-approved communications line, if required.
 - Assist Trend Micro in running the Proprietary Service Tools.
 - Use the electronic data transfer capability to inform Trend Micro of events identified by the Proprietary Service Tools.
 - Return the Proprietary Service Tools or allow Trend Micro to remove these Proprietary Service Tools upon termination of warranty support.
 - Not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools.
 - In some cases, Trend Micro may require additional software such as drivers and agents to be loaded on your system in order to take advantage of these solutions and capabilities.
 - Use Trend Micro remote solutions where applicable. Trend Micro strongly encourages you to use available technologies provided by Trend Micro. If you choose not to deploy available remote capabilities, you may incur additional costs due to increased resource requirements.
 - Cooperate with Trend Micro in attempting to resolve the problem over the telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.
 - Make periodic backup copies of your configuration data, files, data, or programs stored on your hard drive or other storage media or devices as a precaution against possible failures, alteration, or loss. Before returning any Trend Micro Hardware Product for warranty support, back up your configuration data, files, data, and programs, and remove any confidential, proprietary, or personal information.
 - Maintain a procedure to reconstruct your lost or altered configuration data, files, data, or programs that is not dependent on the Trend Micro Hardware Product under warranty support.

- Notify Trend Micro if you use Trend Micro Hardware Products in an environment that poses a potential health or safety hazard to Trend Micro employees or subcontractors. Trend Micro may require you to maintain such products under Trend Micro supervision and may postpone warranty service until you remedy such hazards.
- Perform additional tasks as that Trend Micro may reasonably request in order to best perform the warranty support.

Advance Unit Replacement Warranty Service

Your Trend Micro Limited Warranty may include an advance unit replacement warranty service. Under the terms of the advance unit replacement warranty service, Trend Micro will ship a replacement unit directly to you if the Trend Micro Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to Trend Micro, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. Trend Micro will incur all shipping and insurance costs to return the defective unit to Trend Micro, if shipped in accordance with Trend Micro instructions. Failure to return the defective unit may result in Trend Micro billing you for the replacement unit.

In countries or regions where this Limited Warranty may be enforced but where advance unit replacement warranty service is not available, Trend Micro will, in its sole discretion, substitute another type of warranty service.

Transfer to a Third Party

To the extent allowed by law, this Limited Warranty applies only to bona fide end users of the Trend Micro Hardware Product and may be enforced only by those end users or their authorized agents. The initial bona fide end user of the Trend Micro Hardware Product must have purchased the product directly from Trend Micro or a Trend Micro-authorized reseller. If you are a bona fide end user of the Trend Micro Hardware Product and transfer the product to another bona fide end user, that end user may enforce this Limited Warranty for the remainder of the warranty period. The transfer may not be an indirect transfer, such as a consignment, or sale of the Trend Micro Hardware Product through any party who is not a Trend Micro-authorized reseller. If the Trend Micro Hardware Product has a lifetime warranty period under this Limited Warranty, the end user to which you transfer the product may enforce this Limited Warranty for as long as they own the product. If you transfer your Trend Micro Hardware Product to a party other than another bona fide end user, to the extent allowed by law, upon that transfer, i) this Limited Warranty becomes void; ii) any

remaining coverage under this Limited Warranty ceases; and iii) no subsequent party is eligible to obtain Trend Micro warranty service on that Trend Micro Hardware Product.

Limited Warranty Period

The Limited Warranty Period for the Trend Micro Hardware Product covered under this Limited Warranty is ninety (90) days for embedded software and one (1) year for the hardware, commencing on the date of purchase. The date on your sales receipt is the date of purchase unless Trend Micro or your reseller informs you otherwise in writing.

Freeware Operating Systems and Applications

Trend Micro does not provide support for software provided under public license by third parties, including operating systems or applications ("Freeware"). Support for Freeware provided with Trend Micro Hardware Products is provided by the Freeware vendor. Please refer to the Freeware operating system or other Freeware application support statement included with your Trend Micro Hardware Product.

Contacting Trend Micro

If your product fails during the Limited Warranty Period and the information in the product documentation, most recent software release notes, and other technical information on the Trend Micro Web site do not help you solve the problem, contact your local Trend Micro-authorized reseller or contact Trend Micro. To find out how to contact Trend Micro, see <https://tmc.tippingpoint.com/TMC/> and select "Support" and "Support Contacts".

Be sure to have the following information available before you call:

- Product serial number, product name, and product number.
- Detailed description of the symptoms, including when the symptoms first occurred, how frequently they are occurring, and applicable error messages.
- Detailed description of any changes made to your product's configuration or network environment prior to the start of the symptoms occurring.
- Detailed description of the troubleshooting steps you have performed and the results of those steps.
- Software revision currently on the product, operating system, and third-party hardware or software on or connected to the system.