

# Trend Micro NAS Security™ について

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\* The "Subject NAS" as used in this License Agreement refers to "TeraStation" offered by Buffalo Inc.

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### LICENSE AGREEMENT

#### Article 1 Grant of License

1. Subject to the terms and conditions of this Agreement, Trend Micro grants to You non-exclusive, non-sublicensable, non-assignable right to use the Software on a single device of the Subject NAS (including leased or rented property to be used by You for Your internal purposes) in connection with the Software.
2. You may not use the Software for a period exceeding five (5) years from the date You accepted this Agreement (hereinafter referred to as the "Use Period" ).

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4. You shall not use the Software to provide services to third parties and you shall use the Software only in accordance with the Documents.
5. Trend Micro reserves the right to take reasonable steps to prevent the unauthorized access to, or use of, the Software.

#### Article 3 Limitation of Liability and Warranty

1. To the fullest extent permitted by applicable law, the Software, the Documents and the Support Services described in Article 4 (hereinafter referred to as the "Support Services" ) are provided to You "AS IS" without warranties of any kind. To the extent permitted by applicable law, Trend Micro and its resellers and suppliers disclaim all warranties with respect to the Software, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights. Any implied warranties that cannot be effectively disclaimed shall be limited to thirty (30) days from the date you acquire the Software.
2. IN NO EVENT SHALL TREND MICRO OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND OR FOR LOST OR CORRUPTED DATA OR MEMORY, SYSTEM CRASH, DISK/SYSTEM DAMAGE, LOST PROFITS OR SAVINGS, OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, DOCUMENTS OR SUPPORT SERVICES. THESE LIMITATIONS APPLY EVEN IF TREND MICRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY.
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6. While using the Software and Support Services, 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, Support Services 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, Support Services or updates causes computer problems or data loss.

#### Article 4 Support Services

1. If You have properly activated the updating functions of the Software in accordance with the procedure prescribed by Trend Micro, Trend Micro will provide the following Support Services from the date You accepted this Agreement until the day of the expiration of the effective term of the license agreement agreed to by You and the manufacturer of the Subject NAS (provided, it is not later than the expiration of the Use Period). However, You cannot use the Support Services unless You have access to the Internet.
- (a) Services to update various kinds of pattern files.
2. Trend Micro's sole obligations under this Agreement are to make reasonable efforts to provide the Support Services. Trend Micro bears no obligation to provide the Support Services to You to the extent You:
- (a) have not properly activated the updating functions;
- (b) use the Software beyond the effective term of the license agreement agreed to by You and the manufacturer of the Subject NAS;
- (c) use the Software on any NAS other than the Subject NAS; or
- (d) use the Subject NAS the manufacturer of which does not apply the latest firmware provided for the Subject NAS.
3. Trend Micro may, without prior notice to You, suspend the Support Services:
- (a) to perform emergency maintenance;
- (b) when operation of the system is compromised by a force majeure event such as fire or black-outs, or obstructions by third parties;
- (c) when the system cannot be operated due to a natural disaster or similar event; or
- (d) in the event Trend Micro determines that it is necessary to suspend the system for emergency reasons other than those listed above.
4. Notwithstanding the previous Paragraphs, Trend Micro may, at its discretion, terminate Support Services and the Software used on certain Subject NAS, and upon such termination, Trend Micro shall have no further obligation to provide the Support Services to You with respect to such Software. In addition, in the event that any manufacturer of the Subject NAS has terminated its support for the Subject NAS, Trend Micro shall bear no obligation to provide the Support Services to You with respect to the Software. Information with respect to product for which support has been terminated will be provided through the Web page provided by the manufacturer of the Subject NAS, or separately through inquiries made to the manufacturer of the Subject NAS by phone or fax.

#### Article 5 Termination

1. This Agreement is effective until terminated.
2. If You violate this Agreement, Trend Micro may terminate the Agreement. In such event, You must not under any circumstances use the Software, the Documents or serial numbers.
3. You may terminate this Agreement by notifying Trend Micro and destroying the Software, the Documents and serial numbers and all copies thereof. In such event, You shall not be entitled to refund of any amounts paid.
4. Upon termination or expiration of the Agreement, You shall either destroy, or return to Trend Micro, the Software, the Documents or serial numbers and all copies thereof.

#### Article 6 Non-disclosure

1. You may not, without the prior written consent of Trend Micro, disclose to third parties (a) the terms of this Agreement, or (b) information obtained in connection with this Agreement (including serial numbers for the Software, activation codes and registration keys and license keys, telephone numbers, fax numbers and email addresses, URLs, ID, Password, Renewal key and IP address, relating to the Support Service, and information provided through the computer network as part of the Support Service). Except in cases where it is required for the performance of obligations or the enforcement of rights under this Agreement, You agree not to use same except in accordance with this Agreement. This Agreement shall not prohibit disclosures to the extent required by law; provided that You shall immediately notify Trend Micro of such required disclosure in order for Trend Micro to obtain an appropriate protective or other court order.
2. Notwithstanding the foregoing, the preceding Paragraph shall not apply to the following type of information:
- (a) information already in the public domain at the time of the disclosure;
- (b) information that falls under the public domain after the disclosure through no fault of Yours;
- (c) information legally held by You prior to the disclosure;
- (d) information legally obtained from third parties without any confidentiality obligations; or

- (e) information independently developed by You without the use of, or reference to confidential information belonging to Trend Micro.
3. The provisions under each of the preceding Sub-paragraphs shall survive the termination or expiration of the Agreement.

#### Article 7 (General Provisions)

1. You acknowledge that the Software and the technology within the Software (hereinafter referred to as collectively, as the "Software etc.") may be subject to the Foreign Exchange and Foreign Trade Act, export trade control orders, foreign exchange orders and ministerial orders, or export restrictions in under US Export Administration Regulation, and, may qualify as items subject to certain export restrictions in other countries. You may not export or re-export, without the appropriate government permission, the Software etc., to the entities, residents or citizens of embargoed or sanctioned countries, or to denied persons or entities.
2. You acknowledge that the Software etc. may also be subject in certain jurisdictions to import laws or regulations including but not limited to those relating to encryption use. You are responsible for determining how and if you need to comply with any such applicable laws or regulations.
3. You acknowledge that, as of July 2010 countries embargoed by the United States are Cuba, Iran, North Korea, Sudan and Syria, that information on embargoed countries can be found on the websites mentioned below, and that You may be liable for illegal acts under the US export administration laws and rules with respect to the Software etc. and You agree to take appropriate measures to ensure that no illegal act is committed.
- <http://www.treas.gov/ofac>  
<http://www.bis.doc.gov/complianceand enforcement/ListsToCheck.htm>
4. By executing this Agreement, You acknowledge that You are not a resident or citizen of any country currently embargoed by the United States, You are not prohibited from receiving the Software etc. and You will not use the Software. etc for the development, design, manufacture and production of nuclear weapons, chemical weapons, biological weapons, or missiles, for the purpose of mass destruction.
5. This Agreement shall supersede any prior or contemporaneous written or oral agreements, representations, understandings or arrangements made between You and Trend Micro with respect to the Software etc. Trend Micro may modify the terms of the Agreement, the content of the Support Services and method of providing notices to You without prior notice to You, and once those changes are made, the most recent terms of this Agreement, the Support Services and the notices shall be applicable.
6. Trend Micro may send You required legal notices and other communications about the Software etc., including Updates, upgrades, special offers and pricing or other similar information, customer surveys or other requests for feedback ("Communications"). Trend Micro will send Communications via in-product notices or email to registered email addresses of named contacts, or will post Communications on its Websites. By accepting this Agreement, You consent to receive notices from Trend Micro by means of electronic medium and electronic means, and that by accepting this Agreement, You consent to receive such notices via electronic means and demonstrate that You can access Communications in the Internet.
7. If You disclose serial numbers or activation codes, etc., for the Software etc, You shall immediately notify Trend Micro in writing. You shall immediately suspend use of said serial numbers and activation codes, etc., in accordance with Trend Micro's instructions and, by paying the applicable fees and using the procedure described separately by Trend Micro, You shall purchase said serial numbers and activation codes, etc. and carry out reinstallation, etc. at Your sole expense.
8. If the Software has infected site access restrictions and anti-phishing features and You have activated these features, certain data is forwarded to Trend Micro servers, including but not limited to URL data, ID, password and other similar information necessary for Trend Micro to perform a security check on the Web pages You would like to access.
9. 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 use, You shall pay Trend Micro, within thirty (30) days of notice, the outstanding license fees. If the fees payable for unlicensed use exceed five percent (5%) of fees actually paid for the audited time period, You must reimburse Trend Micro for the costs and expenses of the audit.
10. 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.
11. This Agreement shall be governed by the laws of State of California, United States. The United Nations Convention on Contracts for the International Sale of Goods and the conflict of laws provisions of California do not apply to this Agreement under the laws of any country