

TREND MICRO INCORPORATED

Corporate Product License Agreement

This Corporate Product License Agreement (this “Agreement”) is entered into as of the Effective Date, as defined below, by and between Trend Micro Incorporated, a California corporation, with its offices located at 10101 N. De Anza Blvd., Cupertino, California, 95014 (“Trend Micro”) and Midwestern Higher Education Compact, an interstate compact governed by the Midwestern Higher Education Commission, with its principal offices located at 1300 South Second St., Suite 130, Minneapolis, MN, 55454-1079 (“MHEC”). For and in consideration of the mutual promises herein, the parties hereby agree as follows:

1. Definitions

(a) “Authorized Reseller” means the reseller designated on in Exhibit B attached hereto. The Authorized Reseller may be changed as set forth in Section 5(b). Only resellers who are participating in Trend Micro’s Corporate Product License Program are eligible to be an Authorized Reseller.

(b) “Confidential Information” means, to the extent permitted by Customer state law, data and information of a proprietary or confidential nature disclosed by one party to the other under or relating to this Agreement, including, but not limited to, trade secrets, computer programs, product plans, business strategies, proprietary tools, methodologies, software, and the serial numbers that accompany the Trend Product(s). Confidential Information shall not include (or shall cease to include) data or information that (i) is or becomes generally known to the public on or after the Effective Date, other than as a result of any act or omission of the receiving party; (ii) was rightfully known to the receiving party prior to its receipt from the disclosing party; (iii) is rightfully furnished to the receiving party by a third party without restriction as to use or disclosure; (iv) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information; (v) the receiving party is lawfully required to disclose; or (vi) is disclosed with the prior written consent of the disclosing party. Data and information shall be considered to be Confidential Information if (i) designated as such by the disclosing party orally, in writing, or in any other form before the disclosure, or (ii) due to its character or nature, a reasonable person in a like position and under like circumstances as the parties would treat it as secret and confidential.

(c) “Customer” means an Eligible Member Entity that has executed a Consent to Use Agreement, as defined below, under this agreement.

(d) “Doc Set(s)” means the set(s) of end user technical documentation which Trend Micro generally makes available to end users of the Trend Products, including printed updates, “Read Me” files and release notes available on-line.

(e) “Disk Set(s)” means the set(s) of diskettes, CD-ROM or other hard copy media on which Trend Micro may ship the Trend Product(s).

(f) “Effective Date” means the date Trend Micro executes this Agreement.

(g) “Eligible Member Entity” means public or private not-for-profit higher educational facilities located in the member states represented by MHEC. “Member states” as used here in shall mean Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio and Wisconsin.

(h) “Initial Maximum Quantity” means for each Trend Product, the Initial Maximum Quantity designated in the applicable Consent to Use document as defined below.

(i) “Maximum Users” means, for the server-based Trend Product(s) (all Trend Products other than PC-cillin), the total number of Users for which license fees have been paid. “User” means Customer employees, independent consultants, faculty, staff, guests associated with the Customer institution who use, or have access to, a computer within the institutional community, and employees, independent consultants, faculty, staff, guests associated with the Customer institution who use, or have access to, a computer within the institutional community (provided that such Customers comply with the terms of this Agreement). License fees must be paid for each User who uses, or has access to, a computer (including a shared computer) which is connected directly

or indirectly to the server(s) on which such Software is installed. The Maximum Users for each Trend Product initially equals the Initial Maximum Quantity. The Maximum Users for the Trend Product(s) may be increased as set forth in Section 3.

(j) “Pattern File Updates” means the final release versions of new virus protection databases released by Trend Micro during the term of this Agreement for the Trend Product(s) licensed hereunder. Customer must routinely download Pattern File Updates from Trend Micro's web site for the most effective operation of the Trend Product(s). Pattern File Updates may require the deployment of new scan engines.

(j) “Product Updates” means new versions of the Trend Products licensed hereunder (excluding new or other products, as reasonably determined by Trend Micro) released by Trend Micro during the term of this Agreement that contain bug fixes and/or minor enhancements. Product Updates provided hereunder will be Trend Products for purposes of this Agreement, replace (or patch) previously licensed copies of the Trend Product Software and will not increase the Maximum Users. Product Updates will be available for download from Trend Micro’s web site.

(k) “Trend Product(s)” means the version of Trend Micro software product(s) listed in Exhibit A shipped or otherwise delivered to Customer under this Agreement, consisting of both software and the applicable end user documentation, with the software portion of such product(s) in executable code only. The Trend Product(s) includes any Product Updates provided to Customer under this Agreement.

(l) “Trend Product Software” means the software portion of the Trend Product(s) in executable code only.

2. License

(a) License Grant. Subject to the terms and conditions of this Agreement, Trend Micro grants Customer a non-exclusive, non-transferable (except as set forth in Section 21 (a)) right to:

(i) reproduce and install the Trend Product Software on servers and/or personal workstations for access and use by no more than the Maximum Users;

(ii) reproduce copies of the Trend Product Software for backup purposes; and

(iii) reproduce a reasonable number of copies of Doc Sets (if ordered) for internal use and training, provided all such copies contain the same proprietary notices which appear on the original material provided by Trend Micro.

(b) Eligible Member Entity Use. In order to receive the right to use the Trend Product(s) granted to Customer hereunder each Eligible Member Entity must comply with the terms of this Agreement and execute a consent to use agreement substantially in the form of Exhibit C attached hereto (“Consent to Use”). Nothing in this Agreement shall preclude Trend Micro from taking any and all steps necessary to obtain discovery and other information in order to verify that an entity qualifies as an Eligible Member Entity as defined above. .

(c) Consent to Use Agreement. An Eligible Member Entity that executes a Consent to Use Agreement agrees to be bound by the terms and conditions of this Agreement. Upon Trend Micro’s acceptance of such Eligible Member Entity’s order under the Consent to Use, such Eligible Member Entity will be responsible for its own obligations and responsibilities arising under this Agreement as a Customer under this Agreement and shall not be responsible for any other Eligible Member Entity. Additionally, MHEC shall not be responsible for any Eligible Member Entity that executes a Consent to Use Agreement.

(c) License Limitations. The Trend Product(s) is protected by copyright, patent and trade secret laws and international treaty provisions. No title to the intellectual property in the Trend Product(s) is transferred to Customer. Title and full ownership rights to the Trend Product(s), except for the diskette/documentation media on which the Trend Product is delivered to Customer, will remain the exclusive

property of Trend Micro or its suppliers. Customer does not acquire any rights to the Trend Product(s) except as expressly set forth in this Agreement. Any copies of the Trend Product Software reproduced as authorized hereunder must contain the same proprietary notices that appear on and in the Trend Product Software as provided by Trend Micro. Except to the extent allowed by applicable law, Customer agrees that it will not attempt to rent, lease, sublicense, loan, modify, reverse compile, modify, translate, or disassemble the software portion of the Trend Product(s) in whole or in part, or authorize others to do any of the foregoing.

3. Delivery and Ordering Additional Trend Products

(a) Initial Delivery. At Customer's option, Trend Micro will either ship to Customer the quantity of Doc Set(s) and Disk Set(s) for each Trend Product (as set forth in Section 3(b) below) or electronically deliver to Customer the Trend Products licensed hereunder (including the applicable documentation).

(b) Increasing Maximum Users/Ordering Doc Sets and Disk Sets. Subject to availability and the applicable minimum order quantities, Customer may at any time order from the Authorized Reseller an increase to the number of Maximum Users for one or more of the Trend Product(s) licensed hereunder or order Disk Sets and/or Doc Sets. The minimum increase in Maximum Users for any particular Trend Product is 100 and the minimum order quantity of any Doc Set(s) and Disk Sets(s) is five (5) or, if available, a five (5) pack. Any such order(s) during the term of this Agreement will be subject to the per copy fee(s) as agreed upon between the Authorized Reseller and Customer as set forth in Section 5. Order(s) should be made by a purchase order sent to the Authorized Reseller with a reference to this Agreement. The Authorized Reseller will order from Trend Micro the increase in the Maximum Users and/or additional copies of Disk Sets and/or Doc Sets on behalf of Customer. Trend Micro will then ship any Disk Sets and/or Doc Sets ordered. Upon Trend Micro's acceptance of the Authorized Reseller's order, Maximum Users for the applicable Trend Product(s) shall be deemed increased by the number ordered from the Authorized Reseller (provided that Customer pays the Authorized Reseller for the stated number of additional per User licenses to the Trend Product(s)). Unless Customer and Trend Micro agree otherwise, the initial Maintenance term for the additional per User licenses ordered under this Section, shall begin on the date Trend Micro accepts the order from the Authorized Reseller and shall end one (1) year later. No terms and conditions of Customer's purchase order to the Authorized Reseller or any other documents will be binding and the terms and conditions of this Agreement shall exclusively govern such increase in the Maximum Users as well as the Initial Maximum Quantity.

4. Maintenance

(a) Initial Term's Maintenance. A valid license to the Trend Product(s) under this Agreement includes the right to receive the following services (collectively "Maintenance") for one (1) year from the date on which the Trend Product(s) or the product serial number(s) are shipped (or otherwise delivered) to Customer:

- (i) Product Updates released by Trend Micro during such period;
- (ii) Pattern File Updates released by Trend Micro during such period;
- (iii) technical support via telephone or email on business days between the hours of 5 a.m. and 5 p.m. Pacific Standard Time; and
- (iv) email access to antivirus researchers at TrendLabs.

(b) Renewal Maintenance. Customer may renew Maintenance for the Trend Product(s) licensed hereunder on an annual basis by placing an order with the Authorized Reseller. Any such order during the term of this Agreement will be subject to the Maintenance fee(s) as agreed upon between the Authorized Reseller and Customer as set forth in Section 5. Order(s) should be made by a purchase order sent to the Authorized Reseller with a reference to this Agreement. The Authorized Reseller will order annual Maintenance for Customer from Trend Micro. Upon Trend Micro's receipt of the Authorized Reseller's order, Maintenance shall be deemed to be extended by one (1) year for purposes of Renewal Maintenance for the applicable Trend Product(s). No terms and conditions of Customer's purchase order to the Authorized Reseller or any other documents will be

binding and the terms and conditions of this Agreement shall exclusively govern the terms of such Renewal Maintenance.

(c) Product Support. Trend Micro is only obligated to provide technical support for a Product Update for eighteen (18) months after the release of a subsequent Product Update. Nothing in this Agreement shall prevent Trend Micro from offering any modified version of the Trend Product(s) or other products as a new product for additional consideration.

(d) Expiration/Reinstatement. After the expiration of this initial Maintenance term, Customer has no right to download, install or use Product Updates or Pattern File Updates or to receive technical support without purchasing renewal Maintenance from Trend Micro or an Authorized Reseller. Trend Micro reserves the right to change the terms and conditions applicable to Maintenance from time to time; however, Trend Micro will not materially reduce the level of Maintenance during the Maintenance term for which Maintenance fees have been paid. Payment of any and all past Maintenance fees, plus a re-instatement fee of 25% of such annual Maintenance fees, shall be required before Maintenance will be re-instated after any lapse of more than ninety (90) days. Customer shall have no right to reinstate Maintenance if the period of lapse exceeds one (1) year.

5. Authorized Reseller and Customer

(a) Payment To Authorized Reseller. All payment terms for the license(s) granted hereunder shall be negotiated and agreed upon solely by and between Customer and the Authorized Reseller. Customer acknowledges that it must present its order(s) to Authorized Reseller, referencing this Agreement, Authorized Reseller will invoice Customer for the prices agreed upon between Authorized Reseller and Customer, and Customer shall pay Authorized Reseller, which will not exceed the suggested retail price set forth in Exhibit A. Additionally, in placing an order with the Authorized Reseller, Customer, must provide the Authorized Reseller with a fully executed copy of the Consent to Use in order to place an order under this Agreement. Customer shall pay all applicable sales, use, withholding or other taxes based on the licenses and rights granted under this Agreement (except for taxes based on Trend Micro's net income). Customer shall pay all such taxes, assessments or charges without reduction in the fees charged by Authorized Reseller. If Customer is exempt from any sales, value-added or other similar taxes imposed by applicable law, Customer shall provide Authorized Reseller with a copy of the valid tax exemption certificates. Under no circumstances will Trend Micro be responsible for Customer's income tax, franchise tax, or any such tax liability.

(b) Change In Authorized Reseller. Nothing in this Agreement will prohibit Customer from changing its Authorized Reseller after the execution of this Agreement; provided that (i) Customer is solely responsible for its obligations to the original Authorized Reseller, including any payment obligations; and (ii) the proposed new reseller is an Authorized Reseller. To change the Authorized Reseller, Customer must provide Trend Micro with at least thirty (30) days prior written notice of the proposed change (with a copy to the then current Authorized Reseller) and inform Trend Micro of the name of its new reseller. Unless Trend Micro responds to Customer indicating otherwise within that thirty (30) day period, the proposed new reseller will be deemed the new Authorized Reseller under this Agreement upon the effective date of the change stated in Customer's notice and Exhibit B attached hereto shall be deemed amended accordingly.

6. Term and Termination

(a) Term. Unless terminated earlier as set forth in this Agreement, the term of this Agreement shall begin on the Effective Date and shall continue for three (3) years ("Initial Term"). After the expiration of the Initial Term, upon mutual agreement between MHEC and Trend Micro, the Agreement may be renewed for two (2) additional one-year terms.

(b) Termination. Either Trend Micro or MHEC may terminate this Agreement at any time upon thirty (30) days prior written notice if the other party is in material breach of any provision of this Agreement, if such breach is not cured within such thirty (30) day period.

(c) Effect of Termination/Expiration. Upon termination of this Agreement because of breach by MHEC (i) the licenses granted hereunder to MHEC, shall immediately terminate; (ii) MHEC, must stop using the Trend Product(s) (and erase and destroy all such copies created in accordance with this Agreement); and (iii) MHEC, shall immediately remit to Trend Micro (or the appropriate Authorized Reseller) any and all fees that have accrued with respect to such breaching entity but remain unpaid as of the termination date. Upon termination of the Agreement by MHEC for Trend Micro's breach, Trend Micro shall refund to MHEC the license fees paid hereunder to the Authorized Reseller(s), as depreciated on a straight line basis over a three (3) year period, and any unused prepaid Maintenance fees.

(d) Wind-down. Should this Agreement be terminated or expire then: (i) the right for Eligible Member Entities to place orders under the Agreement shall terminate immediately; and (ii) the right for Customers to place orders under the Agreement, except for increasing the maximum users as set forth in Section 3(b) of the Agreement, shall terminate. The Agreement will remain in full force and effect for current Customers' until the expiration of any Maintenance purchased during term of the Agreement.

Except for termination by Trend Micro for material breach by Customer or a Member Entity (in which case the license will terminate only with respect to the breaching entity), Customer's license to use and reproduce the Trend Product(s) granted in Section 2 shall survive the termination and expiration of this Agreement, provided, that such continued use and reproduction must be in accordance with all the applicable provisions of this Agreement. Section 7, "*Limited Warranty*", Section 8, "*Indemnity*", Section 9, "*Limitation of Liability*", Section 10, "*US Government Use*", Section 11, "*Export*", Section 12, "*Nondisclosure*", Section 15, "*Notices*", and Section 16, "*General*" shall survive any termination and expiration of this Agreement.

7. **Limited Warranty**

(a) Limited Warranty. Trend Micro warrants only to Customer that, upon the initial delivery of the Trend Product(s) to Customer hereunder and for thirty (30) days thereafter, the Trend Product Software (in its unmodified form as provided by Trend Micro) shall operate in substantial conformance with the applicable documentation ("*Limited Warranty*"). **Trend Micro does not warrant that the use of the Trend Product(s) will be uninterrupted or error free or that all errors or failures will be corrected.** The Limited Warranty does not apply if failure of the Trend Product Software has resulted from accident, abuse, misapplication or any problem or error in the operating system software with which the Product Update is designed to operate.

(b) Exclusive Remedy. Trend Micro's sole obligation and Customer's sole and exclusive remedy under any express or implied warranties hereunder (except for Section 7(c)) shall be for Trend Micro, to use commercially reasonable efforts to make modifications and error corrections to bring the Trend Product Software into conformity with Trend Micro's warranty set forth above; provided, that Trend Micro shall have no obligation to correct all errors in the Trend Product Software.

(c) Sufficient Rights Warranty. Trend Micro represents and warrants that it has the necessary rights and licenses to the Trend Product required to enter into this Agreement. **As Customer's sole and exclusive remedy to any alleged or actual breach of this Section 7(c), Trend Micro will defend, indemnify and hold harmless Customer in accordance with Section 8.**

(d) Disclaimer. **EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.**

8. **Indemnity.** Trend Micro agrees to indemnify, defend and hold harmless Customer and MHEC against or settle at its own expense any claim, suit or action brought against the Customer to the extent it is based upon a

third party claim that the Trend Product used by Customer in a manner as authorized hereunder infringes any copyright, trade secret or United States patent subject to the following limitations. This indemnity requires that the Customer give Trend Micro (i) prompt written notice of any action, (ii) subject to any legally required approval, including the approval of a state's attorney general or consistent with applicable Customer state law, sole control over the defense or settlement and (iii) reasonable assistance with regard to the defense or settlement. Trend Micro shall have no liability under the foregoing indemnity for any claim of infringement to the extent it would have been avoided but for (i) any modification to the Trend Product made by any person or entity other than Trend Micro or its authorized agents, or (ii) the combination, operation or use of the Trend Product with other products or technology not specified by the applicable Doc Set(s) where the Trend Product(s) would not alone be infringing; or (iii) any claim that the Trend Product(s) infringe any patent, copyright or trade secret in which Customer or any affiliate of Customer has an interest or licenses.

Should the Trend Product become, or in Trend Micro's reasonable opinion be likely to become, the subject of any infringement claim or suit, Trend Micro shall, at its sole option, (i) procure for Customer the right to continue using the Trend Product as authorized hereunder, or (ii) modify the Trend Product such that it no longer infringes the proprietary rights of any third party, while maintaining substantially the same functionality of the Trend Product. If neither (i) or (ii) are commercially practicable, Trend Micro may terminate this Agreement upon written notice in which case Customer must cease from further using the Trend Product and return all copies of Trend Product Software to Trend Micro, upon which Trend Micro shall refund to Customer all license fees paid hereunder to Trend Micro for the affected Trend Product as depreciated on a straight line basis over a three (3) year period and any unused, prepaid Maintenance fees.

9. Limitation of Liability. EXCEPT FOR ANY THIRD PARTY CLAIMS FOR WHICH TREND MICRO IS TO INDEMNIFY AS SET FORTH IN SECTION 8, IN NO EVENT SHALL TREND MICRO BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST OR CORRUPTED DATA, LOST PROFITS OR SAVINGS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES, WHETHER OR NOT TREND MICRO HAS BEEN ADVISED OR KNEW OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION OR THEORY ASSERTED. NOTWITHSTANDING TREND MICRO'S INDEMNIFICATION OBLIGATIONS IN SECTION 8 (INDEMNITY), TREND MICRO'S MAXIMUM LIABILITY TO THE CUSTOMER ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT THE CUSTOMER PAID AUTHORIZED RESELLER FOR THE LICENSE AND MAINTENANCE PROVIDED HEREUNDER. CUSTOMER EXPRESSLY AGREES TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION, AND ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THESE LIMITATIONS, THE FEES CHARGED FOR THE LICENSE AND MAINTENANCE WOULD BE HIGHER.

10. US Government Use. The Trend Product Software may only be transferred to the U.S. Government with the prior written consent of an officer of Trend Micro and solely with "Restricted Rights", as that term is defined in the Department of Defense ("DOD") Supplement to the Federal Acquisition Regulations ("DFARS") in paragraph 252.227-7202.32 (c)(1) if to the DOD, or, if the Trend Product Software is supplied to any unit or agency of the US Government other than DOD, the Government's rights in Trend Product Software shall be no greater than those set forth in FAR 52.227-19(c)(1) or (c)(2), Commercial Computer software - Restricted Rights; or FAR 52.227-14, Rights in General Data Alternative III, as applicable. Contractor: Trend Micro Incorporated, 10101 N. De Anza Blvd., 2nd Floor, Cupertino, CA 95014.

11. Export. Both Customer and Trend Micro shall comply with all applicable laws including but not limited to the export control laws of the United States. Customer shall not export or re-export the Trend Products without the appropriate U.S. and foreign government licenses, and, to the extent permitted by law, Customer shall defend, indemnify and hold Trend Micro and its suppliers harmless from any claims arising out

of Customer's violation of such export control laws. By accepting this Agreement, Customer confirms that Customer is not a resident or citizen of any country currently embargoed by the U.S. A list of embargoed countries is available at the official web site of the Office of Foreign Assets Control of the U.S. Department of the Treasury at: <http://www.treas.gov/ofac/>.

12. Nondisclosure. Each party hereto agrees (i) to hold the other party's Confidential Information in strict confidence; (ii) not to disclose Confidential Information to any third parties, except for employees and independent contractors who have a "need to know" and who have signed agreements containing disclosure and use restrictions no less stringent than those set forth herein; and (iii) not to use any Confidential Information for any purpose except as required to perform under this Agreement. Nothing in this Agreement shall prevent either party from complying with the data practices laws of the state where Customer is incorporated or founded. This provision shall not prohibit either party from disclosing information to the extent required by Customer's state law; provided that, if the information is proprietary information as defined by the data practices laws of the state where Customer is incorporated or founded and is Confidential Information, the party required to disclose such information shall provide prior notice to the disclosing party of such required disclosure and the opportunity to obtain an appropriate protective or other court order.

13. Back-Up. During the term of this Agreement, Customer will regularly back-up its computer system(s) on a separate media. Customer acknowledges that any failure to do so may significantly decrease its ability to mitigate any harm or damage arising from any problem or error in the Trend Products or the provision of services under this Agreement.

14. Audit. Customer agrees to maintain accurate records of the use of the Trend Product Software, including but not limited to the number of Users, and at Trend Micro's request Customer shall certify in writing the number of actual Users of the Trend Product Software. Upon reasonable notice and during regular business hours, Trend Micro shall have the right to audit the use of the Trend Product Software by Customer (and its affiliates and subsidiaries, if applicable) to verify compliance with this Agreement, including the restriction on Maximum Users. If an audit reveals any use of the Trend Product Software that is out of compliance with this Agreement, Customer must promptly correct such error. If the audit reveals unlicensed use of the Trend Product Software, then Customer shall, within fifteen (15) days, pay to Trend Micro the then-current license and/or maintenance fees for all such unlicensed Users. If such unlicensed use is greater than 5% more than the Trend Product(s) licensed, Customer agrees to reimburse Trend Micro for its reasonable costs and expenses incurred in audit.

15. Notices. All legal notices and other communications required or permitted under this Agreement shall be in writing and delivered in person, by United States certified mail, return-receipt requested, by facsimile with confirmation sheet, or by overnight express mail to the parties at their addresses set forth below or to such other address as either party may so designate in writing at least ten (10) days prior to such notice or communication.

If to Trend Micro:
Trend Micro Incorporated
10101 N. De Anza Blvd.
Cupertino, CA 95014
Attn. Legal

If to MHEC:
Grant Crawford
MHEC
1300 South Second St.
Suite 130
Minneapolis, MN 55454

If to Customer: the Customer contact and address listed in Exhibit B.

16. Records. For a period of three (3) years from the effective date of this Agreement, and any Consent to Use executed pursuant to this Agreement (collectively "Records"), upon reasonable prior written request, no more than once in any twelve (12) month period and during regular business hours, Trend Micro will make

available such Record(s) for Customer, (or Customer's State auditor's office or MHEC as the case may be) solely for Customer (or Customer's State auditor's office or MHEC) to audit such Record(s). Notwithstanding the foregoing, Customer may only audit those Record(s) that pertain to Customer, and Customer's State auditor's office may only audit those Record(s) that pertain to a Customer located in that State auditor's State.

17. MHEC Not Liable for Member Entities. Trend Micro acknowledges that MHEC does not warrant or guarantee that any particular Eligible Member Entity will elect to order any Trend Products from Trend Micro, or participate in any way under this Agreement. MHEC is not liable for the failure of any Eligible Member Entity to make any payments, or for any acts or omissions of an Eligible Member Entity, or otherwise to fully perform pursuant to the terms and conditions of this Agreement or any Consent to Use.

18. Relationship of MHEC and Trend Micro. Trend Micro and MHEC acknowledge and agree that the relationship arising from this Agreement does not constitute or create an agency, joint venture, partnership or employee relationship between them. Trend Micro is not employed by MHEC and shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of MHEC as a result of this Agreement. Neither Trend Micro nor MHEC shall have the authority to bind the other party by contract or otherwise or to make representations as to the policies and procedures of the other party than as specifically authorized by this Agreement.

19. Administrative Reporting and Fees. On a quarterly basis, Trend Micro will, in a timely manner, make available to MHEC reports and information generated by this Agreement, including but not limited to state-by-state and institution-by-institution information on sales volume and savings. The information and reports shall be accompanied with a check made payable to the Midwestern Higher Education Commission for an amount equal to one percent (1%) of the Trend Product sales under the Agreement for that quarter period.

20. Equal Opportunity and Non-Discrimination. In connection with the furnishing of services under this Agreement, Trend Micro shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability or veteran status. Trend Micro shall comply with all federal and state laws, rules and regulations applicable to subcontractors of government contracts including those relating to the employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

21. General.

(a) Assignments and Binding Effect. Neither MHEC nor Trend Micro may sell, transfer, or assign this Agreement without the prior written consent of the other; provided however, Trend Micro may assign or subcontract some or all of its support service obligations under this Agreement to qualified third parties, provided that no such assignment or subcontract shall relieve Trend Micro of its obligations under this Agreement. The Customer may not sell, transfer, or assign the Consent to Use Agreement without the prior written consent of Trend Micro. Any act in derogation of the foregoing shall be null and void, and the parties hereto will remain obligated under this Agreement. This Agreement shall benefit and be binding upon the parties to this Agreement and their respective permitted successors and assigns.

(b) No Implied Waiver. The waiver or failure of the parties to this Agreement to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

(c) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

(d) Governing Law. This Agreement and any disputes arising out of, or related to, this Agreement, its termination or the relationship of the parties will be governed by and construed in accordance with the laws

of the State of California, excluding (i) its conflict of laws principles, (ii) the United Nations Convention on Contracts for the International Sale of Goods and (iii) Uniform Computer Information Transactions Act.

(e) Non Appropriated Funds. Customer shall not place any order under a Consent to Use before having the appropriated funds to pay for the sums due for such order.

(f) Dispute Resolution. Prior to commencing any litigation, the parties agree to seek an amicable settlement of any disputes or claims, provided that either party may commence litigation at any time to avoid prejudice to any rights in equity or law.

(g) Entirety. This Agreement and all Exhibits attached hereto represent and constitute the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral, including any shrink-wrap or click wrap license agreement, if any, with respect to such subject matter.

(h) Modifications. This Agreement may be modified only through a written instrument signed by both MIIEC and Trend Micro and may be executed in two or more counterparts, each of which shall be deemed an original and one and the same Agreement.

(i) Counterparts. The parties hereto agree that facsimile signatures on a copy of this Agreement shall be effective and enforceable as if they were original signatures.

(j) Headings. The headings appearing in this Agreement are inserted for convenience only and shall not be used to define, limit or enlarge the scope of this Agreement or any of the obligations herein.

IN WITNESS WHEREOF, the parties to this Agreement acknowledge they have read this Agreement and understand and agree to be bound by its terms and conditions and hereby execute it through their duly authorized representatives.

**MIDWESTERN HIGHER
EDUCATION COMMISSION**

By: Larry A. Isaak
Name: Larry A. Isaak
Title: President
Date: 2/27/07

TREND MICRO INCORPORATED



By: _____
Name: Thomas J. Miller
Title: VP Sales NABU
Date: 3-2-07

EXHIBIT A

TREND PRODUCT(S) LICENSED

EXHIBIT B

AUTHORIZED RESELLER

**Customer's Designated Trend Micro
Authorized Reseller**

Customer Contact

Name:
Address:

Name:
Address:

Telephone:

Telephone:
Email:

EXHIBIT C

CONSENT TO USE AGREEMENT

This Consent to Use Agreement (this “Consent to Use”) is entered into as of _____, 200_ (the “Consent to Use Agreement Effective Date”) by and between Trend Micro Incorporated, a California corporation, with its offices located at 10101 N. De Anza Blvd., Cupertino, California, 95014 (“Trend Micro”) and _____, a _____ corporation, with its principal offices located at _____ (“Customer”).

RECITALS

A. Whereas, Trend Micro and Midwestern Higher Education Compact (“MHEC”) entered into that certain Trend Micro Corporate Product License Agreement effective as of _____, 200__ (“Agreement”), whereby Trend Micro offers the Eligible Member Entities the right to order and license Trend Products at the specific pricing set forth in Exhibit A.

B. Whereas, Customer is an Eligible Member Entity as defined under the Agreement and would like to obtain the necessary rights and licenses to use certain Trend Products subject to the terms and conditions of the Agreement and Trend Micro desires to grant such rights and licenses to Customer.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Consent to Use Agreement and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Member Entity Relationship. Customer hereby represents and warrants that: (i) it is an Eligible Member Entity as defined under the Agreement; and (ii) it has the right, power and authority to enter into and fully perform its obligations under this Consent to Use and the Agreement.

2. License Grant. Subject to the terms and conditions of the Agreement, Trend Micro grants to Customer the rights and licenses set forth in Section 2 of the Agreement for the use of the following Products for the Initial Maximum Quantity set forth below.

<u>Trend Product</u> <u>Name/Description/Platform</u>	<u>Initial</u> <u>Maximum Quantity</u>
--	---

3. Term and Termination. This Consent to Use shall commence on the Consent to Use Effective Date and shall remain in full force and effect for a period of one (1) year unless terminated earlier as set forth in Section 6 of the Agreement or as set forth below. If Customer orders and Trend Micro accepts an order for Renewal Maintenance as described in Section 4(b), the term of this Agreement shall be extended for successive one (1) year terms, but only with respect to the Trend Product(s) for which Renewal Maintenance is being provided.

Either Trend Micro or Customer may terminate this Consent to Use at any time upon thirty (30) days prior written notice if the other party is in material breach of any provision of this Consent to Use or the Agreement, if such breach is not cured within such thirty (30) day period. Upon termination of this Consent to Use because of breach by Customer (i) the licenses granted hereunder to Customer shall immediately terminate; (ii) Customer

must stop using the Trend Product(s) (and erase and destroy all such copies created in accordance with the Agreement); and (iii) Customer shall immediately remit to Trend Micro (or the appropriate Authorized Reseller) any and all fees that have accrued with respect to such breaching entity but remain unpaid as of the termination date. Upon termination of the Consent to Use by Customer for Trend Micro's breach, Trend Micro shall refund to Customer the license fees paid hereunder to the Authorized Reseller(s), as depreciated on a straight line basis over a three (3) year period, and any unused prepaid Maintenance fees.

Except for termination of the Consent to Use for material breach by Customer, Customer's license to use and reproduce the Trend Product(s) granted in Section 2 of the Agreement shall survive the termination and expiration of this Consent to Use, provided, that such continued use and reproduction must be in accordance with all the applicable provisions of the Agreement.

Notwithstanding the foregoing, this Consent to Use shall terminate upon termination of the Agreement, subject to Section 6(d) or in the event that Customer ceases to be an Eligible Member Entity as defined under the Agreement.

A breach of the terms of the Consent to Use by one Eligible Member Entity shall not constitute a breach by any other Eligible Member Entity. Likewise the termination of the Consent to Use entered into by a particular Eligible Member Entity shall have no affect on other Agreements and Consent to Use documents entered into between Trend Micro and any other Eligible Member Entity.

4. Governing Law. Where required by state law or statute governing agreements entered into by Customer, the Agreement and any disputes arising out of, or related to the Agreement, its termination or the relationship of Trend Micro and Customer will be governed by and construed in accordance with the laws of the state where Customer is incorporated or founded, excluding (i) its conflict of laws principles, (ii) the United Nations Convention on Contracts for the International Sale of Goods and (iii) Uniform Computer Information Transactions Act. For avoidance of doubt, absent a state mandate or statute requiring Customer to enter into agreements governed by the laws of the state where the Customer is incorporated or founded, then the governing law of the contract shall remain as stated in Section 21 (d) of the Agreement. Notwithstanding the foregoing, this Consent to Use and Agreement shall not be construed to deprive the state where Customer is founded or incorporated of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Consent to Use and Agreement or afforded by the laws of the state where Customer is founded or incorporated.

5. Incorporation of Agreement and Order of Precedence. This Consent to Use incorporates by reference the terms and conditions of the Agreement. In the event of any inconsistencies between the Agreement and this Consent to Use, this Consent to Use shall take precedence.

6. Definitions. Capitalized terms used herein, unless otherwise defined, shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the parties to this Consent to Use acknowledge they have read this Consent to Use and understand and agree to be bound by its terms and conditions and hereby execute it through their duly authorized representatives.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

TREND MICRO INCORPORATED

By: _____
Name: _____
Title: _____
Date: _____