



**SERVICE LEVEL AGREEMENT
FOR
TREND MICRO CLOUD ONE™
(herein this “SLA”)**

1. Purpose. This SLA is applicable to each Trend Micro Cloud One™ Solution that is offered for sale by Trend Micro. This SLA describes certain internal objectives for the delivery of each Cloud One Solution and does not apply to any other Trend Micro product or service. Access to and use of each Cloud One Solution is subject to acceptance of and agreement to the terms and conditions of the applicable Terms of Use or Terms of Service, as may be applicable, for Trend Micro Cloud One Solution(s) as published (collectively, the “**Terms of Use**”). In the event of any specific conflict between the Terms of Use and those of this Service Level Agreement, the conflicting terms set forth in this Service Level Agreement will prevail. Terms not defined herein shall have the meaning set forth in the Terms of Use.

2. Application. This SLA is only applicable to a Cloud One Solution customer having a paid right to access and use one or more Cloud One Solution(s) as evidenced by such customer having agreed to the Terms of Use for the relevant Cloud One Solution that has not expired or been terminated by either party.

3. Conditions of this SLA.

- (a) The customer must have and maintain an environment that has Internet access in order to use the Cloud One Solution.
- (b) The customer must have and maintain access to a browser application supported by the Cloud One Solution to use the Web-based administrative console.
- (c) The customer understands and agrees that its security policies and security events are also logged or recorded by Trend Micro.
- (d) The customer must take all necessary measures to ensure that it and all of its employees are aware of and in compliance with any requirements, responsibilities and limitations set forth in the Terms of Use, including, without limitation, any applicable data privacy and data protection laws, rules, and regulations, as well as Trend Micro’s Acceptable Use Policy as published in the Terms of Use.

4. Service Availability.

- (a) Each Cloud One Solution is hosted twenty-four (24) hours a day, seven (7) days a week in Trend Micro’s managed public IaaS environment hosted by its third party service provider. Each Cloud One Solution systems, networks, and capacity are continually monitored by Trend Micro and its IaaS third party service provider to provide optimal availability and efficiency to Cloud One Solution customers.
- (b) As described more fully in the Terms of Use and the Trend Micro Global Privacy Notice, at any time and for any reason: (i) Trend Micro may provide any part of a Cloud One Solution from any third party cloud service provider data center (region) anywhere in the world; and/or (ii) Trend Micro may transfer a Cloud One Solution provided to the customer from one third party cloud service provider data center to another as noted in the Global Privacy Notice.
- (c) The term “**Service Availability**” means access to the web administration console for Cloud One Solution(s) using a web browser, programmatic access using Application Programming Interfaces (API’s), and connectivity between any software portion of the Cloud One Solution installed in the customer

environment (agents, clients, gateways, network appliances) and the portion of the Cloud One Solution hosted on behalf of Trend Micro by its IaaS third party service provider.

(d) Trend Micro uses commercially reasonable efforts to make available each Cloud One Solution on a 24 hours a day, 7 days a week basis. However, as described in this SLA, each Cloud One Service may be unavailable due to scheduled maintenance, unscheduled downtime or unforeseen circumstances including suspension of a Cloud One Solution to mitigate any malicious activities, in which event, Trend Micro shall use commercially reasonable efforts to reinstate the Cloud One Solution as soon as possible.

(e) Trend Micro strives to perform most, if not all, software upgrades without service impact to customers. Periodically, Trend Micro will schedule maintenance of a Cloud One Solution by providing customer at least seven (7) days' notice since such maintenance may cause disruption of that Cloud One Solution. Scheduled maintenance shall not exceed more than eight (8) hours per calendar month except as may be imposed by any IaaS third party service provider over which Trend Micro has no control. Scheduled maintenance will be communicated to customers on our product documentation website: <https://cloudone.trendmicro.com/docs/workload-security/maintenance-schedule/>.

(f) If at any time the continued availability of a Cloud One Solution would compromise the security of such Cloud One Solution due, but not limited, to hacking attempts, denial of service attacks, or other activities that may be malicious, due to negligence or misconfiguration, either directed at or originating from a customer's environment, Trend Micro may temporarily suspend, in part or in whole, Cloud One Solution(s) as to such customer and/or other customers. In such an event, Trend Micro will promptly inform affected customer(s) and will work to resolve such issues, reinstating the affected Cloud One Solution(s) at the earliest opportunity.

5. Disaster Recovery. Trend Micro maintains, updates, and periodically tests, a disaster recovery plan in connection with each Cloud One Solution. Because each Cloud One Solution is a Web-based cloud service, there may be Excused Performance Events beyond the reasonable control of Trend Micro that may impact a Cloud One Solution as is more fully described in the Terms of Use.

The following objectives are provided each Cloud One Solution:

- (a) Recovery Time Objective (RTO) – No more than 5 hours
- (b) Recovery Point Objective (RPO) – No more than 24 hours.

6. Relationship to Third Parties. As is more fully described in the Terms of Use and documents referenced therein, Trend Micro utilizes the services of third party subprocessor in connection with each Cloud One Solution. As such, the provision of each Cloud One Solution is somewhat dependent on the performance of each such subprocessor, each of which, provides Trend Micro the benefit of its service level agreements. For a list of subprocessors for each Cloud One Solution, please visit https://www.trendmicro.com/en_ca/about/legal/subprocessors.html.

8. Modification. Trend Micro reserves the right to modify this Service Level Agreement at any time without prior notice. The current version of this document can be found https://cloudone.trendmicro.com/docs/Trend_Micro_Cloud_One_Service_Level_Agreement.pdf.