



**By submitting this online referral form, you agree to the terms and conditions of the MSP Referral Program set forth below.**

**Definitions:**

“**MSP Prospect**” shall mean the entity referred by you to Trend Micro using the online referral form.

“**Territory**” means United States.

**1. MSP Referral Process**

**1.1 MSP Referral Process.**

By submitting this online MSP referral form (“**Online Referral**”), you have provided Trend Micro with the name and contact information for a potential Trend Micro Managed Service Provider (“**MSP**”). The MSP Prospect may not be a existing Trend Micro “reseller, system integrator, cloud service provider, managed service provider or distributor” or part of an existing Trend Micro “reseller/distributor program”. You must submit one (1) accurate and complete Online Referral submission for each individual MSP Prospect. An Online Referral is deemed received only after Trend Micro has accepted by sending Company an email acknowledgement of the particular referral. The date if the email acknowledgement from Trend Micro will be considered the “**Online Referral Date**”. Trend Micro will accept Online Referrals through December 31, 2019. MSP must sign within ninety (90) days from the Online Referral Date in order for you to be eligible for payment of a “Referral Fee” (defined and described below). You represent and warrant that you have the consent to provide the data and information submitted on the Online Referral.

**1.2 Payment of Fees.**

If the MSP Prospect is qualified by Trend Micro (at Trend Micro’s sole discretion) and Trend Micro and MSP Prospect enter into a Trend Micro MSP Agreement within 90 days from the Online Referral Date, Company will be eligible for payment of a fee for referral of the applicable MSP Prospect (“**Referral Fee**”) ranging between \$250.00 and \$1000.00. Nothing in this Agreement shall be construed to in any way restrict Trend Micro from contacting, marketing, promoting, or selling (either directly or indirectly through any channel partner) Trend Micro products to any third party, including those persons submitted by you pursuant via the Online Referral, even those entities that may be rejected at time of submission. The parties agree that Trend Micro is not under any obligation to enter into an agreement with any MSP Prospect for any reason or for no reason. Trend Micro will send Referral Fee payment(s) to you with forty-five (45) days after the full execution of a Trend Micro MSP Agreement between the MSP Prospect and Trend Micro. The Referral Fee shall be paid in U.S. Dollars. The amount of the Referral Fee will be set at Trend Micro’s sole discretion, and will be subject to the MSP Prospect’s expertise, experience, and potential for revenue generation for Trend Micro for immediate opportunities as well as long-term revenue opportunities.

**1.3 Relationship of the Parties.** Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership, joint venture, fiduciary relationship between the you and Trend Micro and each party is acting solely as independent contractors hereunder. Each party shall be responsible for all investments made as well as expenses and costs incurred in conducting its business. Neither Party has any authority or right, power, or authority to act on behalf of or to create any obligation, express or implied, on behalf or in the name of the other Party. Should the terms “joint venture,” “co-venturer,” “partner,” “marketing partner,” “alliance partnership,” or similar terms be used to describe the relationship between the parties.

**Trend Micro may terminate this MSP Referral Program at any time for any reason or no reason.**

