



FileMaker.

## FileMaker Licence Agreement

This license is a sample end user license for FileMaker Application software. This license does not constitute proof of your license to use the software. This license is subject to change without notice.

**IMPORTANT -- READ CAREFULLY: BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT INSTALL, COPY, DOWNLOAD, ACCESS OR USE THE SOFTWARE, AND PROMPTLY RETURN IT TO YOUR PLACE OF PURCHASE FOR A REFUND.**

IF YOU LICENSED THIS SOFTWARE UNDER A FILEMAKER VOLUME LICENSE AGREEMENT, THEN THE TERMS OF SUCH AGREEMENT WILL SUPERSEDE THESE TERMS, AND THESE TERMS DO NOT CONSTITUTE THE GRANTING OF AN ADDITIONAL LICENSE TO THE SOFTWARE.

The software and documentation accompanying this License ("Software") are licensed, not sold, to you by FileMaker, Inc. and/or FileMaker International, Ltd. (collectively referred to as "FMI") for use only under the terms of this License, and FMI reserves any rights not expressly granted to you. The rights granted are limited to FMI's and its licensors' intellectual property rights in the Software and do not include any other patents or intellectual property rights. You own the media on which the Software is recorded or fixed, but FMI and its licensors retain ownership of the Software itself.

### 1.License

a. General License. You may install and use only one copy of the Software on a single computer at a time. You may modify the Software solely for your internal use. Even though both Windows and Macintosh versions of the Software may be provided in multiple languages, you are only licensed to use one version of the Software on one platform (i.e., the Windows or Macintosh version) in one language at a time, except as provided in Section 1(b).

b. Backup, Portable and Home Rights. You may make one copy of the Software in machine readable form solely for backup purposes. Additionally, the primary user of the computer on which the Software is installed may make a second copy for his or her exclusive use on either a home or portable computer. As an express condition of this License, you must reproduce on each copy any copyright notice and other proprietary notices that are on the original copy supplied by FMI.

c. Alternative License Grant for Storage/Network Use. As an alternative to the rights granted in Section 1(a), you may store or install the Software on one storage device (e.g., a network server or terminal server) and allow individuals within your business or entity to access and use the Software over an internal private network, provided that you acquire and dedicate a license for each separate client or computer on which the Software is used or installed from the storage device. The Software license may not otherwise be shared or used concurrently on different clients or computers.

d. Upgrades and Updates. If the Software is licensed as an upgrade or update, then you may only use the Software to replace a validly licensed version of the same software. You agree that the upgrade or update does not constitute the granting of a second license to the Software (i.e., you may not use the upgrade or update in addition to the software it is replacing, nor may you transfer the software which is being replaced to a third party).

2. Restrictions. YOU MAY NOT REVERSE ENGINEER, DECOMPILE OR DISASSEMBLE THE SOFTWARE, EXCEPT AND ONLY TO THE EXTENT EXPRESSLY PERMITTED BY APPLICABLE LAW. YOU MAY NOT RENT, LEASE, LOAN OR DISTRIBUTE THE SOFTWARE OR DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF, EXCEPT FOR YOUR OWN INTERNAL USE AS PERMITTED UNDER SECTION 1. THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU MAY NOT TRANSFER OR ASSIGN YOUR RIGHTS UNDER THIS LICENSE TO ANOTHER PARTY WITHOUT FMI'S PRIOR WRITTEN CONSENT.

3. Termination. This License is effective until terminated. This License will terminate automatically without notice from FMI or judicial resolution if you fail to comply with any provision of this License. Upon such termination you must destroy the Software, all accompanying written materials and all copies thereof, and Sections 5, 6, and 7 will survive any termination or cancellation of this License.

4. Export Law Assurances. You may not use or otherwise export or reexport the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software

may not be exported or reexported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Software you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

5. Limited Warranty. FMI warrants for a period of ninety (90) days from your date of purchase that the Software as provided by FMI will perform substantially in accordance with the accompanying documentation. FMI's entire liability and your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at FMI's option, replacement of the Software, refund of the purchase price, or repair or replacement of the Software which is returned to FMI or an FMI authorized representative with a copy of the receipt.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY FMI AND FMI AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS, EITHER EXPRESS OR IMPLIED (WHETHER COLLATERALLY, BY STATUTE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS. FURTHERMORE, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS BY THE SOFTWARE. FMI DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FMI OR AN FMI AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE TERMS OF THIS DISCLAIMER AND THE LIMITED WARRANTY UNDER THIS SECTION 5 DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING THE SOFTWARE OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY FMI'S NEGLIGENCE.

5. Exclusion and Limitation of Remedies and Damages.

a. Exclusion. IN NO EVENT WILL FMI, ITS PARENT, SUBSIDIARIES, OR ANY OF ITS LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO YOU FOR ANY CONSEQUENTIAL,

INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) OR DIRECT LOSS OF BUSINESS, BUSINESS PROFITS OR REVENUE, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR ACCOMPANYING WRITTEN MATERIALS, REGARDLESS OF THE BASIS OF THE CLAIM (WHETHER UNDER CONTRACT, NEGLIGENCE OR OTHER TORT OR UNDER STATUTE OR OTHERWISE HOWSOEVER ARISING) AND EVEN IF FMI OR A FMI REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

b. Limitation. FMI'S TOTAL LIABILITY TO YOU FOR DAMAGES FOR ANY CAUSE WHATSOEVER NOT EXCLUDED BY SECTION 6(a) ABOVE HOWSOEVER CAUSED (WHETHER IN CONTRACT, NEGLIGENCE OR OTHER TORT, UNDER STATUTE OR OTHERWISE HOWSOEVER ARISING) WILL BE LIMITED TO THE GREATER OF U.S.\$5.00 OR THE MONEY PAID FOR THE SOFTWARE THAT CAUSED THE DAMAGES. THE PARTIES AGREE THAT THIS LIMITATION OF REMEDIES AND DAMAGES PROVISION SHALL BE ENFORCED INDEPENDENTLY OF AND SURVIVE THE FAILURE OF ESSENTIAL PURPOSE OF ANY WARRANTY REMEDY. THIS LIMITATION WILL NOT APPLY IN CASE OF DEATH OR PERSONAL INJURY CAUSED BY FMI'S NEGLIGENCE ONLY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATION OF LIABILITY IN THIS SECTION 6 MAY NOT APPLY TO YOU. NOTHING IN THIS LICENSE AFFECTS OR PREJUDICES THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING THE SOFTWARE OTHERWISE THAN IN THE COURSE OF A BUSINESS.

6. General. If there is a local subsidiary of FMI in the country in which this License was purchased, then the local law in which the subsidiary sits shall govern this License. Otherwise, this License shall be governed by the laws of the United States and the State of California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980), as amended, is specifically excluded from application to this License. This License constitutes the entire agreement between the parties with respect to the Software licensed under these terms, and it supersedes all prior or contemporaneous agreement, arrangement and understanding regarding such subject matter. You acknowledge and agree that you have not relied on any representations made by FMI, however, nothing in this License shall limit or exclude liability for any representation made fraudulently. No amendment to or modification of this License will be binding unless in writing and signed by FMI. If any provision of this License shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this License will remain in full

force and effect. No failure or delay by FMI in exercising its rights or remedies shall operate as a waiver unless made by specific written notice. No single or partial exercise of any right or remedy of FMI shall operate as a waiver or preclude any other or further exercise of that or any other right or remedy. All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described in this License. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252-227-7013 (OCT 1988), as applicable.