



Claris Partner Agreement

This Claris Partner (“CP”) Agreement (“Agreement”) is between you and the Claris International Inc. entity, subsidiary or branch office that manages the CP program for your location (“Claris”). These CP Agreement terms constitute a binding legal agreement between you and Claris. By accepting these terms you certify that (1) you are authorized to accept this Agreement on behalf of your company or organization; (2) you are at least 18 years of age or older; (3) you have the full authority to permit Claris International Inc. and its subsidiaries to use the Materials as described in this Agreement; and (4) you accept all the terms and conditions of this Agreement.

1. Appointment. Upon acceptance of this Agreement and payment of your annual CP fees, you will be eligible for the current CP benefits offered by Claris. Claris reserves the right, in its sole discretion, to deny acceptance to any CP applicant or to terminate your membership in accordance with section 7 below. Claris reserves the right to change the CP benefits, categories and criteria at any time. The CP program may vary in certain countries, and some CP benefits are not available in certain countries.

2. Confidential Information. You agree that all information disclosed by Claris to you that relates to Claris products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information, will be considered and referred to collectively as “Confidential Information.” Confidential Information, however, does not include: (a) information that Claris makes generally available to the public; (b) information that you can demonstrate to have had rightfully in your possession prior to disclosure to you by Claris; (c) information that is independently developed by you without the use of any Confidential Information; (d) information that you rightfully obtain from a third party who has been given the right to transfer or disclose it by Claris; or (e) any third party software and/or documentation provided by Claris and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation. You agree not to disclose, publish, or disseminate Confidential Information to anyone other than those employees and contractors working for the same entity as you who have an existing CP membership. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. You agree not to use Confidential Information otherwise for your own or any third party’s benefit without the prior written approval of an authorized representative of Claris in each instance.

3. Obligations.

(a) **General.** You agree to conduct yourself and your business in a professional and competent manner that reflects favorably upon yourself, Claris, Claris products and other CP members. You will represent Claris products fairly in comparison with competitive software. You will offer your services or products for the most current releases of Claris products. You are and will remain in good financial condition. You will comply with all applicable laws and regulations in performing your services with respect to Claris products, you will maintain a current business license as required by any local, state, or federal law, or equivalent, as applicable to you, and you agree to comply with the then-current CP requirements stated in the Program Guide. If your company is located within the United States, you agree your company will carry at least US \$1 million General Business Liability Insurance at all times during the term of this Agreement.

(b) **Member Information.** If you have requested to be listed in a directory of CP members (“CP Directories”), then you grant Claris the rights to use your company name, background information,

company profile and any additional information which you provide to Claris ("Member Information") for Claris marketing and/or internal purposes at the sole discretion of Claris. Claris may remove your listings from the CP Directories at the sole discretion of Claris at any time. Pursuant to the EU General Data Protection Regulation and implementing laws, if applicable, you expressly agree that Claris may use such information for Claris marketing (e.g., on the Internet) and internal purposes. You further agree that Claris may transmit such data outside the European Union and that any international data transfer done is only to a country that ensures an adequate level of protection or has provided appropriate safeguards as set forth in applicable law (e.g. Model Contract Clauses).

(c) **Materials.** Upon a request from Claris, you agree to provide Claris a full working version of your solutions and any related documentation or materials regarding your Claris solutions or services ("Materials"). The Claris review of your Materials may be waived if you have passed the relevant Claris Certification tests. Claris agrees that it will only use and evaluate your Materials internally at Claris. For example, Claris may use your Materials to test versions of Claris software being developed by Claris. Claris will not distribute your Materials to any third parties without your prior written permission, except as follows. In addition to the full version of your Materials, if you provide Claris with demonstration versions of your Materials, which are identified as such, then Claris may freely use, copy and distribute such demonstration versions of your Materials.

(d) **Warranties & Representations.** You warrant and represent that the Materials are original to you and/or you have full authority from the owner of the Materials to permit Claris to use the Materials as authorized under this Agreement. You further warrant that all of your materials, which refer or relate to Claris products, will not infringe any patents, copyrights, trademarks or trade secrets held by Claris or any third party. You understand that Claris is the exclusive owner of all rights, title and interest in the CP directories and all advertising, promotional and/or informational materials containing the Materials, subject to your preexisting rights in such Materials.

(e) **Limitations.** Claris receipt and use of the Materials does not impose any duty on Claris to endorse or purchase any services or products from you. Claris may edit, revise, and correct your Member Information when including it in the CP Directories, and Claris makes no warranties or representations regarding the accuracy. Claris will have no obligation to return any of the Materials to you. Claris may acquire, license, develop, market or distribute software, templates, services or other materials, which are similar to your Materials so long as Claris does not infringe any of your copyrights or patents.

(f) **Information & Materials.** The CP materials and information are provided to you as a program benefit and may be transferred only to your employees and contractors. You may not otherwise transfer, publish, copy or disseminate the CP materials or information to any other party except as authorized in writing by Claris.

(g) **Additional Locations.** If you own and manage more than one business office location operating under the same name as the entity entering into this Agreement ("Additional Location(s)"), then you may submit such Additional Location(s) for a separate listing in the CP Directories during the term of this Agreement. Inclusion of such Additional Location(s) in the CP Directories is subject to a separate fee for each location, and subject to Claris approval. No other CP benefits will apply to the Additional Locations. If you wish to add additional CP benefits to any Additional Location, then such Additional Location must apply for a separate CP membership. By enrolling Additional Location(s), you agree to be responsible for (i) informing each Additional Location of the terms and conditions of this Agreement and (ii) ensuring that each Additional Location abides by the terms and conditions of this Agreement. If any Additional Location does not abide by the terms and conditions of this Agreement, then Claris has the right to terminate such Additional Location's listing in the CP Directories. The requirements for adding Additional Locations are as follows:

- 1.) Additional Locations must be under the same name as the main location;
- 2.) Each Additional Location must have a full time staff member who reports to that location and actively works on Claris-related business at that location; and 3.) Additional Location(s) must be:

- a.) Business offices,
- b.) Home offices, or
- c.) Contracted rented desks (example: contracted desk rental, which is the same desk 5 days a week). P.O. boxes, mailbox service and mail forwarding companies, hourly hot-desk or co-desk sharing virtual offices do not qualify.

(h) **Product Offerings & Support.** Claris may offer any products or services directly or indirectly at any time. Claris reserves the right to change or discontinue any Claris product, service or support, at any time. As a condition of membership, CP members are required to make a good faith effort to encourage and assist customers to install and use the latest versions of Claris products, as these contain support for the latest technologies.

4. CP Benefits. As a CP member, you will receive certain benefits applicable to your membership level ("Benefits") as set forth in the then-current listing of CP benefits and requirements in the Program Guide. Benefits may vary depending upon the country. Claris reserves the right to modify the Benefits from time to time in the sole discretion of Claris, and in such event Claris will notify you via mail or e-mail of the new Benefits.

(a) **CP Community.** You will have access to (i) a private area on the Claris web site for CP members which contains Claris business information, and (ii) an online discussion area for CP members on business topics ("CP Forum"). Use of the CP Forum is subject to the current terms posted by Claris, and misuse of the CP Forum may result in disciplinary action by Claris, including discontinued access to the CP Forum and/or termination of your CP program. Such misuse includes, but is not limited to any conduct that is unlawful, offensive or that, in the discretion of Claris, restricts or inhibits any other CP member from using or enjoying the CP Forum. Examples of such conduct are communications which (i) harass, threaten, embarrass or cause distress or discomfort to another CP member, (ii) are defamatory toward Claris or other CP members, (iii) are obscene or contain other objectionable content, or (iv) disrupt the normal flow of dialogue on the CP Forum.

(b) **Claris Software.** You can order Claris software at a special discount and redistribute the Claris software to your customers ("Reseller Discount"). You may also order discounted Claris software for your own internal use by employees of your company who work on Claris software development, services or related support ("Internal Discount"). If you host software for third parties, you may order Claris software using your Reseller Discount, but you may not use software ordered under your Internal Discount for any hosting for third parties. Your violation of these restrictions may result in termination of this Agreement. You acknowledge the use of all Claris software is subject to the Claris software license terms and conditions provided with such software.

(c) **Annual FileMaker User License – 5 User.** Claris grants you an Annual User License – 5 User to use only during the term of your CP membership subject to Claris standard license terms provided with the software. This User License includes 3 licenses of FileMaker Server and the rights for 5 users to access the FileMaker Platform. These licenses may only be used by five staff members at your company. This User License may not be downgraded to a previous version. You may not add any additional users to this User License. All use of the software under this User License must cease immediately if you cease paying your annual CP fees or discontinue your membership in the CP program.

(d) **Claris Platform Bundle 5-User.** Claris grants you a 5-User Claris Platform Bundle annual license ("CPB License") to use only during the term of your CP membership subject to the Claris standard

license terms provided with the software. The Claris Platform Bundle provides you with access for up to 5 users in your company to access all products provided under the Claris Platform Bundle such as Claris Studio and Claris Connect as well as any other products added. These licenses may only be used by five staff members at your company. This CPB License may not be downgraded to a previous version. You may not add any additional users to this CPB License. All use of the software under this CPB License must cease immediately if you cease paying your annual CP fees or discontinue your membership in the CP program.

(e) **Platinum Level.** If Claris notifies you in writing that you are granted Platinum level status in the CP program, then you are eligible for such additional benefits subject to the current requirements stated in the Program Guide. In addition, your use of the special Platinum logo is subject to Section 6 below. All Platinum level CPs will be required to earn certification on all Core Product certification exams, as specified by Claris. A single staff member may earn all Core certifications, or you may spread Core certifications across multiple staff members.

5. Fees and Payment. In consideration of the CP Benefits, you shall pay Claris the applicable CP Fee(s). Unless otherwise specifically provided, all prices are FOB Claris shipping point, and are exclusive of applicable sales, use or value-added taxes or other taxes, import or export fees, duties or tariffs, and any other taxes, duties, or fees of any kind that may be levied in connection with the transactions covered hereby, all of which shall be paid by you.

6. Claris Trademarks. Claris will provide you with access to the “CP Space” area of the web site, which includes Claris and CP trademarks and logos for use by CP members (collectively, the “Claris Trademarks”). You may use the Claris Trademarks only in connection with your advertisement and promotion of your Materials, provided that your Materials are of a standard and quality at least equal to those Materials which you submitted to Claris with your CP membership application, and adequate to maintain the reputation for services and/or products bearing the Claris Trademarks. Your use of the Claris Trademarks must be in accordance with the then-current trademark policies described in the Claris Trademark Guidelines included on the “CP Space” area, and your use of the certification logo must comply with terms of the Claris FileMaker Certified Developer Logo License Agreement. You may not represent yourself as certified or use the Claris certification logos unless you or one of your full time staff members has passed all required Claris Certification exams. (Certified employees may only represent one CP member at a time.) The certification logo or any other badges/logos provided by Claris cannot be altered. As set forth in the Claris Trademark Guidelines, you may not use any Claris Trademarks, including but not limited to the FileMaker or Claris name, as part of your company name, product name or service name. All use of the Claris Trademarks must cease if Claris determines, in its sole discretion, that such use conflicts with the applicable Claris policy or if your Materials no longer meet the Claris quality standards. In such case, Claris will notify you and provide you a commercially reasonable period in which to meet Claris standards or cease use of the Claris Trademarks. This license to use the Claris Trademarks is nonexclusive and nontransferable. Claris retains all rights in the Claris Trademarks not expressly licensed in this Section and all use of the Claris Trademarks by you shall inure to the benefit of Claris. Following a request from Claris, you will promptly submit copies of your Materials, which contain the Claris Trademarks for its review.

7. Term and Termination. This Agreement commences on the date you first pay your CP fees or on the anniversary of this date in the case of existing CP members (“Effective Date”) and will terminate one (1) year following the Effective Date, unless earlier terminated by either party as set forth below. Claris, at its sole discretion, may terminate this Agreement immediately following written notice to you from Claris if: (a) you engage in any unlawful business practice, (b) you fail to perform any obligation or violate any restriction contained in this Agreement or the then-current Program Guide, (c) Claris receives complaints from your customers demonstrating that you have not maintained the quality of services required by Claris, (d) you are past due on any payments owed to Claris, (e) there is any material change

in your ownership or management or your business or assets, (f) you become the subject of any proceeding under any bankruptcy, insolvency or debtor's relief law, or (g) you enter into a new CP agreement. Upon termination, your rights to use the Claris Trademarks, as well as any Claris software and other materials provided to you in the course of your CP membership immediately cease, and you agree to promptly return such Claris software and other materials, and any copies thereof, to Claris. Claris may continue to use and distribute the Materials pursuant to Section 3 for one (1) year following termination. NEITHER PARTY WILL BE LIABLE FOR DAMAGES OR COSTS OF ANY NATURE ARISING FROM THE EXPIRATION OR TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. Sections 2, 5 and 7 - 14 will survive the termination of this Agreement.

8. Indemnification. You will indemnify, hold harmless and, upon a request from Claris, defend Claris against any claims, liabilities and expenses (including court costs and reasonable attorneys' fees) arising from acts or omissions of you or your employees and agents.

9. Limitation of Liability. CLARIS LIABILITY WITH REGARD TO THIS AGREEMENT OR THE CLARIS PRODUCTS WILL NOT INCLUDE CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, EVEN IF CLARIS HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. In no event shall the total liability of Claris or its licensors for all damages, losses, and causes of action (whether in contract, tort, negligence or otherwise) exceed the amount paid by you for the current year's CP fee.

10. Disclaimer of Warranty. OTHER THAN AS SET FORTH IN THE APPLICABLE END-USER LICENSE, ALL CP INFORMATION AND MATERIALS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THEIR PERFORMANCE, ACCURACY, COMPLETENESS, OR NON-INFRINGEMENT. To the extent that Claris makes available any products or product information, you understand that Claris is under no obligation to provide updates, enhancements, or corrections, or to notify you of any product changes that Claris may make, or to publicly announce or introduce the product(s) at any time in the future.

11. Relationship with Claris. Notwithstanding the use of the terms "partner" or "member", you understand that you shall remain an independent contractor and this Agreement in no way creates a partnership, joint venture, agency or alliance between the parties or any joint liability. You will not have, and will not represent that you have any power, right or authority to bind Claris, or to assume or create any obligation or responsibility, express or implied, on behalf of Claris or in the Claris name, except as expressly provided in this Agreement.

12. Claris Independent Development. You understand and agree that Claris may acquire, license, develop for itself or have others develop for it, and market and/or distribute similar software, products or services to that which you may develop. In the absence of a separate written agreement to the contrary, Claris will be free to use any information you provide to Claris for any purpose, subject to any applicable patents or copyrights.

13. Export Law Assurances. You agree that you will not use or otherwise export or re-export any of the software or Confidential Information received from Claris except as authorized by United States law and the laws of the jurisdiction in which the software or Confidential Information was obtained. In particular, but without limitation, the software or Confidential Information may not be exported or re-exported (a) into any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. In joining this program, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. You also agree that you will not use these products for any purposes where prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons.

14. General. This Agreement supersedes all previous agreements and representations on behalf of the parties. This Agreement may not be changed, terminated or amended except in writing and signed by an authorized Claris representative. The failure or delay by Claris in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing and signed by an authorized Claris representative. You may not transfer or assign this Agreement without prior written approval by Claris. If there is a local subsidiary of Claris in the country in where you are located, then the local law in which the subsidiary sits shall govern this Agreement. Otherwise, this Agreement shall be governed by the laws of the United States and the State of California. If a court of law finds any provision of this Agreement unenforceable, the parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision. The English language version of this Agreement controls when interpreting this Agreement.

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