

FILEMAKER PRO ADVANCED SOFTWARE LICENSE

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 (IF APPLICABLE) TO YOUR PLACE OF PURCHASE FOR A FULL 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.

FileMaker Pro Advanced includes:

1. FileMaker Pro Advanced software application and the related documentation and drivers ("Application");
2. FileMaker Pro Advanced Runtime engine, which is created by the Application ("Runtime");
3. Starter Solutions, External Function Plug-in examples and documentation, and other sample files included as part of this product ("Extras").

The software and documentation accompanying this License ("Software") are licensed, not sold, to you by FileMaker, Inc. and/or FileMaker International (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 and Restrictions. Subject to the terms and conditions in this License, FMI grants you the following licenses:

- (a) Application.** You may install and use only one copy of the Application on a single computer at a time. Even though both Windows and Macintosh versions of the Application may be provided in multiple languages, you are only licensed to use one version of the Application on one platform (i.e., the Windows or Macintosh version) in one language at a time, except as provided in Section 1(d). You may not use or run more than one instance of the Software from the same operating system (e.g., using virtualization or other technologies) at the same time. You may not allow more than nine (9) FileMaker Pro clients to concurrently access the Application. You may not allow more than five (5) non-FileMaker Pro clients (e.g., web browsers or other programs) to concurrently access the Application. You are prohibited from using the Application with any middleware, application server, CGI, or other software or technology that allows more than a single client to access any database, except as expressly permitted under Sections 1(a) or 1(e).
- (b) Runtime.** You may (1) use the Runtime, (2) copy and distribute an unlimited quantity of the Runtime solely in conjunction with the distribution of your own FileMaker Pro solutions ("Runtime Solutions"), and (3) sublicense other parties to use, copy and distribute the Runtime Solutions subject to the terms in Section 7 below. All use of the Runtime and Runtime Solutions must be on a standalone basis only. You are prohibited from using the Runtime with any middleware, application server, CGI, or other software or technology that allows more than a single client to access the Runtime. Furthermore, the Runtime and Runtime Solutions are prohibited from being used as clients of any FileMaker product (e.g. the Software, FileMaker Pro or FileMaker Server). You may not distribute any companion technologies or Plug-ins (e.g., the web publishing components, the FileMaker ODBC/JDBC sharing component that enables FileMaker to be a data source, or FileMaker Mobile) or ODBC import filters with the Runtime or your Runtime Solutions, except for the items covered by Extras in Section 1(c), including External Function Plug-ins examples and files built from templates and sample files.
- (c) Extras.** FMI grants you a nonexclusive, nontransferable license to do the following subject to the restrictions in this License: (1) use, copy and distribute the Extras for your internal use, (2) modify the Extras, and then use, reproduce and distribute individual modified Extras, provided that they are substantially modified, and (3) incorporate the Extras as a component of your own Runtime Solution, and then sublicense other parties to use, copy and distribute the Runtime Solutions subject to the terms in Section 7 below. Notwithstanding the foregoing, you may not distribute all or a portion of the Extras for use by others as a tool kit, and you may not use, copy, modify or distribute the Extras for use with any product other than a FMI product or a Runtime Solution. You must delete the FMI logos, if any, which have been included with the Extras prior to your distribution of the Extras.
- (d) 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.
- (e) 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 may not be shared or used concurrently on different clients or computers.

- (f) **Education.** If the Software is licensed at an education discount, then the Software may only be used by enrolled students, faculty, teachers and administrators at an accredited K-12 educational institution (or equivalent) or higher education institution exclusively for educational purposes. For Software licensed by an authorized educational institution, the portable and home use rights in Section 1(d) do not apply to students, but these rights do apply to faculty, teachers and administrators.
 - (g) **Transfer.** YOU MAY NOT TRANSFER OR ASSIGN YOUR RIGHTS UNDER THIS LICENSE TO ANOTHER PARTY WITHOUT FMI'S PRIOR WRITTEN CONSENT.
 - (h) **Proprietary Notices.** The Software is protected by copyright law. As an express condition of this License, you must reproduce on each copy the FMI trademark, copyright and any other proprietary legends (collectively "Notices") that were on the original copy supplied by FMI, except as otherwise provided in Section 1(c). If you customize the "About" screen, then your About screen must state: "Portions of the software are © 1984-2009 FileMaker, Inc. All rights reserved." You may not otherwise use FMI's name, logo or trademarks to market your Runtime Solution, except as expressly permitted by FMI.
 - (i) **Upgrades & 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. **Additional 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 MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF. 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.
3. **Termination.** This License is effective until terminated. This License will terminate immediately 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, 9 and 11 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, 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 and Disclaimer.** 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 materials. 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.

6. **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.
7. **Sublicensing.** You agree that all distribution of the Runtime and Extras will be subject to a written agreement, the terms and conditions of which will, at a minimum: (i) grant a nonexclusive right to use only one copy of the Runtime application and/or Extras for each copy of your own Runtime Solutions which you license to your customer; (ii) provide that any subsequent transfer is subject to the restrictions set forth in this Section 7; (iii) state that the Runtime and Extras (or as renamed) are licensed, not sold, to the end user and that title to all copies of the Runtime and Extras remain with FMI and its licensors; (iv) include restrictions substantially similar to those set forth in Section 2 (Additional Restrictions) and Section 4 (Export Law Assurances) of this License; and (v) include Warranty Disclaimer and Disclaimer of Liability provisions which are consistent with and substantially similar to the terms set forth in Sections 5 and 6 of this License.
8. **Technical Support.** You are solely responsible for providing all technical support to your sublicensees of the Runtime Solution, and you will not direct any sublicensee to contact FMI for technical support regarding your Runtime Solution. You further agree to include your name and contact information in an "about" screen as part of your Runtime Solution.
9. **Indemnification.** You will indemnify and hold FMI harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals) arising out of or in connection with any Runtime Solutions distributed by you and which is based on your contributions to such Runtime Solution.
10. **Consent to Use of Data.** You agree that FMI and its subsidiaries may collect and use technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the FMI Software and to verify compliance with the terms of this License. FMI may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.
11. **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.