



FileMaker®

## FileMaker Technical Network Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. By using your Membership ID you are joining the FileMaker Technical Network program, you certify that you are authorized to accept this Agreement, and you accept all the terms and conditions of this Agreement. If you do not accept these terms, then do not use your Membership ID and promptly contact FileMaker for a refund.

This FileMaker Technical Network Agreement (“Agreement”) is between you and the FileMaker, Inc. entity, subsidiary or branch office that manages the FileMaker Technical Network ("TechNet") program for your location (“FMI”). This Agreement becomes effective on the date confirmed in writing by FMI following your approval (“Effective Date”). You and FMI accept the following terms and conditions.

**1. TechNet Membership.** Your TechNet membership is subject to FMI’s acceptance, and FMI reserves the right, in its sole discretion, to deny membership to any TechNet applicant. Upon FMI’s approval of your TechNet application, you will become a member of TechNet and you are eligible for the current benefits offered by FMI.

**2. Confidential Information.** You agree that all information disclosed by FMI to you that relates to FMI’s 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 FMI 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 FMI; (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 FMI; or (e) any third party software and/or documentation provided by FMI 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 TechNet 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 FMI in each instance.

**3. TechNet Benefits.** As a TechNet member, you will receive certain benefits applicable to your membership level as set forth in the then-current listing of benefits. **Benefits may vary depending upon the country.** FMI reserves the right to modify the benefits from time to time in FMI's sole discretion, and in such event FMI will notify you via mail or e-mail of the new benefits.

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

(b) Information & Materials. The TechNet materials and information are provided to you for your own personal and individual use as a member. You may not otherwise transfer, publish, copy or disseminate TechNet materials to any party other than current TechNet members except as authorized in writing by FMI.

(c) Pre-Release Software. FMI may provide you with Pre-Release Software at the discretion of FMI. Your use of the Pre-Release Software is limited to testing and evaluation purposes only and will be subject to FMI's confidentiality provisions and other terms and conditions provided with such software.

(d) Other Software. FMI may license software to you as a benefit under the TechNet program. You acknowledge that all use of the FMI software is subject to the terms and conditions provided with such software.

**4. Fees and Payment.** In consideration for the TechNet benefits you shall pay FMI the applicable fee(s). Unless otherwise specifically provided, all prices are FOB FMI 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.

**5. Term and Termination.** This Agreement commences on the Effective Date and will terminate one (1) year following the Effective Date, unless earlier terminated by either party as set forth below. This Agreement may be renewed on a yearly basis for a subsequent one (1) year term upon the written consent of FMI and your payment of the applicable renewal fee. Neither party may rely on this Agreement being extended or renewed. FMI, at its sole discretion, may terminate this Agreement immediately

following FMI's written notice to you if: (a) you engage in any unlawful business practice, or (b) you fail to perform any obligation or violate any restriction contained in this Agreement or the then-current TechNet terms. Upon termination, your rights to use any FMI software and other materials provided to you in the course of your TechNet membership immediately cease, and you agree to promptly return such FMI software and other materials, and any copies thereof, to FMI. 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 and 5 - 11 will survive the termination of this Agreement.

**6. Limitation of Liability.** FMI'S LIABILITY WITH REGARD TO THIS AGREEMENT OR THE FMI PRODUCTS WILL NOT INCLUDE CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, EVEN IF FMI HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. In no event shall FMI's or its licensors' total liability 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 TechNet membership fee.

**7. Disclaimer of Warranty.** OTHER THAN AS SET FORTH IN THE APPLICABLE END-USER LICENSE, ALL TECHNET 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 FMI makes available any products or product information, you understand that FMI is under no obligation to provide updates, enhancements, or corrections, or to notify you of any product changes that FMI may make, or to publicly announce or introduce the product(s) at any time in the future.

**8. Relationship with FMI.** You understand and agree that the TechNet program does not create a legal partnership or agency relationship between you and FMI. Neither you nor FMI is a partner, an agent or has any authority to bind the other. You agree not to represent otherwise.

**9. FMI Independent Development.** You understand and agree that FMI 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, FMI will be free to use any information you provide to FMI for any purpose, subject to any applicable patents or copyrights.

**10. Export Law Assurances.** You agree that you will not export or re-export any of the software or Confidential Information received from FMI (a) into (or to a national or resident of) any U.S. embargoed country (currently, Cuba, Iran, North Korea, Sudan, or Syria; 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.

**11. 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 FMI representative. FMI's failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing and signed by an authorized FMI representative. You may not transfer or assign this Agreement without FMI's prior written approval. If there is a local subsidiary of FMI 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.