



Solution Bundle Agreement

These Solution Bundle Agreement terms and conditions and the related exhibits ("Agreement") constitute a binding legal agreement between you ("Bundle Redistributor") and Claris International Inc. and/or Claris International (collectively referred to as "Claris") after Claris processes your initial order and Claris sends you written confirmation.

1. License & Restrictions.

(a) License. Subject to all the terms and conditions contained herein, Claris grants to Bundle Redistributor a nontransferable, nonexclusive license to (i) make exact object code copies of the current version of Claris FileMaker Pro (Claris "FileMaker Pro") and Claris FileMaker Server ("FileMaker Server") software which are ordered and paid for by Bundle Redistributor under the terms of this Agreement ("Software"); and (ii) **distribute the Software only as part of a bundle with Bundle Redistributor's approved FileMaker Solutions and the License Key provided by Claris (collectively the "Bundle"). Bundle Redistributor may only distribute the Software as part of a Bundle to Bundle Redistributor's customers in the Territory approved by Claris. Bundle Redistributor may only distribute the Software with specific FileMaker Solution(s) that have been reviewed and approved by Claris.**

Bundle Redistributor must purchase licenses for its customers under one of the following models:

(i.) User License. If Bundle Redistributor is purchasing a user license ("User License") the following terms apply (and the terms in section 1(a)(ii) do not apply). Bundle Redistributor must purchase a User License for each unique individual that will have any access to the Software. This unique individual who has a license to access the Software is defined as a "User." Each User has the right to access data stored in FileMaker Server using the Claris FileMaker WebDirect ("FileMaker WebDirect") web browser client, the Claris FileMaker Go ("FileMaker Go") client and/or the FileMaker Pro client (collectively "Client(s)"). A User can use any Client to access FileMaker Server. A User can also use the FileMaker Pro client either connected to FileMaker Server or disconnected/offline. A User can use any Client to access FileMaker Server purchased under a Concurrent Connections License contract as long as they have a valid User License and use that User License when accessing the FileMaker Server software. Bundle Redistributor may not allow any FileMaker Pro clients purchased under a Concurrent Connections License contract to access the FileMaker Server software purchased under this User License contract. Bundle Redistributor may reassign a User License to a new individual within the same company or organization only if the current User will no longer need any access to the Software. Through the BYOL program as described in more detail in the FileMaker Cloud for AWS EULA, Bundle Redistributor may only convert one (1) FileMaker Server under each License Key to FileMaker Cloud for AWS.

(ii.) Concurrent Connections License. If Bundle Redistributor is purchasing a concurrent connections license ("Concurrent Connections License") then the following terms apply (and the terms in section 1(a)(i) do not apply). Bundle Redistributor will receive one license of FileMaker Server software. Bundle Redistributor and its customers have the right to access data stored in FileMaker Server using the Claris FileMaker WebDirect ("FileMaker WebDirect") web browser client, the Claris FileMaker Go ("FileMaker Go") client and/or the FileMaker Pro client (collectively "Client(s)"). Bundle Redistributor must purchase the number of concurrent connections licenses that represents the maximum number of individual connections that will concurrently access FileMaker Server at any given time. Each Client accessing FileMaker Server counts as a concurrent connection. Bundle Redistributor may only allow employees of its customers to use the FileMaker Pro software either connected to FileMaker Server or disconnected/offline. Bundle Redistributor's customer's temporary employees, consultants or contractors who are working on-site at Bundle Redistributor's customer's facilities and have explicit authorization from Bundle Redistributor's customer, may also use the FileMaker Pro software only when they are conducting business on behalf of Bundle Redistributor's customer. The FileMaker Pro software must be removed from these individual's computers once they cease working on behalf of Bundle Redistributor's customer or when this license is terminated or expires according to section 7 below. If Bundle Redistributor's customer is an educational institution, Bundle Redistributor may only allow enrolled students, faculty members, teaching assistants, administrators and staff of the educational institution to use the FileMaker Pro software on computers owned by the educational institution. Bundle Redistributor may only allow FileMaker Pro Clients to connect to a FileMaker Server that Bundle Redistributor has purchased under a Concurrent Connections License contract. In the case of FileMaker WebDirect each web browser tab open and connected to FileMaker Server counts as a separate Client and will count as a concurrent connection. Bundle Redistributor may allow FileMaker Pro clients purchased under a User License contract to access the FileMaker Server software. If a single Client under a Concurrent Connections License contract accesses multiple licenses of FileMaker Server at the same time, a concurrent connection is required for each license of FileMaker Server accessed by that individual Client. Bundle Redistributor may only allow up to the total number of concurrent connections it has licensed to be used at any given time, including all

usage of FileMaker Pro whether connected to FileMaker Server or disconnected/ offline. Through the BYOL program as described in more detail in the FileMaker Cloud for AWS EULA, Bundle Redistributor may convert this Concurrent Connections License to FileMaker Cloud for AWS.

(b) **Bundle Requirement.** **Bundle Redistributor will not offer or publicly list the Software or the Bundle Redistributor's FileMaker Solutions at a price separate from Bundle, nor will the Bundle Redistributor publish a separate price for its FileMaker Solutions alongside the Bundle price such that a discounted FileMaker price can be calculated by any potential customer. The Bundle Redistributor will not authorize anyone else to do so. Each Bundle must be offered at a single price for both the Software and Bundle Redistributor's solutions. Bundle Redistributor is free to set its own price for the Bundles.**

(c) **Branding Requirement.** When Bundle Redistributor distributes and markets the Bundle, it must conspicuously state that Claris software is included as part of the Bundle. Bundle Redistributor shall have the non-exclusive right during the term of this Agreement to use the Claris trademarks associated with the Software, and Bundle Redistributor must comply with Claris's trademark usage guidelines that are posted on the Claris website. Claris reserves the right to inspect from time to time samples of the Bundles and related promotional materials to ensure appropriate trademark usage and quality of the reproduced Software. All use of the Claris trademarks by Bundle Redistributor shall inure to Claris's benefit and shall not create any right of trademark ownership for Bundle Redistributor.

(d) **Annual License Option.** **If Bundle Redistributor orders annual Software licenses, then Bundle Redistributor and its customers may only use the Software during the contract term, and all use of the Software must cease on the expiry date stated in Claris's contract system ("Expiry Date"), unless the license is renewed for another annual term or multi-year term. Bundle Redistributor is responsible for enforcing these restrictions and ensuring that its customers have ceased all use of the Software after the Expiry Date.**

(e) **FileMaker Data API License.** FileMaker Server software includes the FileMaker data API feature ("Data API Feature"). The Data API Feature allows Bundle Redistributor and its customers to pull and push data from and to the database on their FileMaker Server by making REST API data requests (each a "Data Request") to the database on their FileMaker Server. The number of Data Requests Bundle Redistributor and its customers may make is limited by the amount of API data transfer ("API Data Transfer") they receive with their contract. For inbound Data Requests (pulling data into the database on your FileMaker Server) Bundle Redistributor and its customers have unlimited API Data Transfer. For outbound Data Requests (pushing data out from the database on your FileMaker Server) Bundle Redistributor and its customers are limited to the API Data Transfer included with their contract along with any additional API Data Transfer that they purchase. If Bundle Redistributor purchases the FileMaker Server software under a User License contract, then the API Data Transfer it receives under its User License contract is shared among all the FileMaker Server licenses it receives under its User License contract. The API Data Transfer Bundle Redistributor receives is for an annual term based on the start date of its current contract, and any unused API Data Transfer will not roll over to the next annual term.

(f) **Claris Partner Requirement.** To be eligible for this program, Bundle Redistributor must be and remain a current authorized member of the Claris Partner Program throughout the term of this Agreement.

(g) **Proprietary Notices.** Bundle Redistributor shall: (i) not remove any copyright notices or proprietary legends from the Software; and (ii) reproduce on all copies of the Software the copyright notice and any other proprietary legends that were on the original copy of the Software.

(h) **End User License Agreement.** All use of the Software by Bundle Redistributor's customers is subject to the Claris software license included as part of the Software. Bundle Redistributor shall ensure that all copies of the Software distributed by Bundle Redistributor are subject to Bundle Redistributor's End User License Agreement ("EULA"). The EULA must contain terms substantially similar to the minimum terms and conditions described in Exhibit A. Bundle Redistributor may not install the Software on a computer without the customer first agreeing to the Bundle Redistributor's EULA. Bundle Redistributor agrees to report to Claris any known or suspected violation(s) of the EULA and to reasonably cooperate with Claris in any enforcement actions taken by Claris.

(i) **Other Restrictions.** Bundle Redistributor acknowledges that the Software contains copyrighted material, trade secrets and other proprietary material, and in order to protect them Bundle Redistributor may not decompile, reverse engineer, disassemble or otherwise reduce the object code form of the Software to a human-perceivable form except as permitted by applicable law. Bundle Redistributor may not modify, sell, rent, lease, loan, distribute (except as expressly permitted by this Agreement), or create derivative works based upon the Software in whole or in part.

(j) **Product Changes.** Claris reserves the right in its sole discretion and without liability to Bundle Redistributor to modify the Software, change the Claris support for the Software, and discontinue the availability of any Software product following Claris's announcement of the end of life of such product in the marketplace.

(k) **Downgrade Rights.** Claris only grants Bundle Redistributor the rights to distribute the current version of the Software. Bundle Redistributor may also distribute 1 version prior to the current version for a period of time determined solely by Claris and communicated to Bundle Redistributor in order to allow Bundle Redistributor time to migrate to the current version. Bundle Redistributor is not granted any rights to distribute any other prior versions of the Software under this Agreement.

(l) **New File Format.** If Claris releases a new version of the Software with a new file format during the term of the Agreement, then Bundle Redistributor must resubmit its solution to Claris and obtain Claris's approval before Bundle Redistributor distributes the new version of the Software.

(m) **Solution Bundle Hosting.** If Bundle Redistributor engages in Solution Bundle Hosting as described in this section then Bundle Redistributor is not required to purchase a separate license for each customer. Solution Bundle Hosting is where Bundle Redistributor has developed and manages a single solution and is offering that same solution to multiple customers. Bundle Redistributor must be both the solution administrator and server administrator. Bundle Redistributor's customers cannot access the Operating System (OS) or the FileMaker Admin Console and cannot modify the solution or install any plug-ins. Bundle Redistributor is responsible for adequate security measures and user credential management.

(n) SBA Trial License. Bundle Redistributor is permitted to offer Bundle Redistributor's customers a 45-day trial of Bundle Redistributor's approved SBA solution under the following terms and conditions:

- i. Bundle Redistributor may allow each of Bundle Redistributor's customers to access Bundle Redistributor's approved solutions hosted on FileMaker Server using FileMaker Go and FileMaker WebDirect software for up to 45 days ("Trial Period"). After the Trial Period is over, Bundle Redistributor must purchase licenses for Bundle Redistributor's customers to continue using the software or Bundle Redistributor must ensure Bundle Redistributor's customers cease all use of Bundle Redistributor's solution and the Claris software.
- ii. Bundle Redistributor may purchase 1 Annual Site License Agreement ("ASLA") per SBA member company to use as a trial license to allow Bundle Redistributor's customers to test Bundle Redistributor's solutions.
- iii. Bundle Redistributor may only offer the trial for Bundle Redistributor's solutions that have been reviewed and approved by Claris.
- iv. Bundle Redistributor must be an active Claris Partner and an active Solution Bundle Agreement ("SBA") member to be eligible for this trial license.
- v. Bundle Redistributor may not distribute or otherwise provide any access to FileMaker Pro to Bundle Redistributor's customers during the Trial Period. If Bundle Redistributor wants to allow Bundle Redistributor's customers to use the FileMaker Pro trial software, Bundle Redistributor's customers will need to go to the Claris website and download the FileMaker Pro trial.
- vi. Bundle Redistributor is responsible for providing all technical support to Bundle Redistributor's customers during the Trial Period.
- vii. All other use of the Software is subject to the terms of the Solution Bundle Agreement as well as the applicable end user license agreements.

2. **Ordering and Reporting Requirements.**

(a) Order Requirements. Bundle Redistributor shall order copies of Software licenses during the term of the Agreement directly from Claris in advance of making or distributing such copies. **Upon entering into this Agreement, Bundle Redistributor must place an initial order of at least one of the following: (i.) at least 10 User Licenses; (ii.) at least 10 Concurrent Connections Licenses; or (iii.) some combination of software licenses that totals 10. These minimum order requirements must be met for each approved solution.** Every order placed by Bundle Redistributor must include the following information:

- (1) Bundle Redistributor's name and address;
- (2) Bundle Redistribution Agreement Number; and
- (3) The mandatory license usage reports described

under Section 2(b).

Following receipt of Bundle Redistributor's order, Claris will process Bundle Redistributor's order and provide the License Key codes according to section 2(c) below. The quantity of copies made by Bundle Distributor may not exceed the total quantity of Software stated in the Bundle Redistributor's order confirmation email.

(b) Mandatory License Usage Reports. Bundle Redistributor shall maintain records, and provide Claris with a customer license usage report listing the following information for each end user customer to whom Bundle Redistributor has distributed Bundles: customer's company name, quantity of licenses, license key number, install address, telephone number, and whether or not they are covered under maintenance. Any outstanding reports must be submitted to Claris prior to ordering additional software licenses, or on the anniversary of this agreement, whichever is sooner. Bundle Redistributor's failure to provide these mandatory reports or supply reasonable data for Claris to track and monitor software compliance will prevent Claris from accepting any further orders under this agreement.

(c) License Keys. Bundle Redistributor will receive one of the following license keys for new and renewal orders depending on the type of customer:

(i.) Standard Customers. Bundle Redistributor will receive one unique license key per User License contract or Concurrent Connections License contract. Each of Bundle Redistributor's customers will have a unique contract and license key.

(ii.) Solution Bundle Hosting Customers. Only those customers who access Bundle Redistributor's solutions via Solution Bundle Hosting as described in section 1(m) will share a license key. For these hosting customers, Bundle Redistributor must provide license reports as stated in section 2(b).

(iii.) Solution Bundle/No Server. If Bundle Redistributor has customers who will not need any access to FileMaker Server, Bundle Redistributor may order licenses for all of these separate customers under 1 single User License contract with 1 license key and then distribute copies of FileMaker Pro to these separate individual customers up to the number of User Licenses purchased. Bundle Redistributor cannot provide any of these customers with access to FileMaker Server and these customers will not have any benefits of FileMaker Server such as FileMaker Data API rights or rights to access any other FileMaker Clients (FileMaker WebDirect or FileMaker Go). Bundle Redistributor may not provide these individual customers with the license certificate file. Bundle Redistributor must provide license reports as stated in section 2(b).

(d) No Returns. Bundle Redistributor may not return, swap or cancel any Software order after it is accepted by Claris. Bundle Redistributor may only return defective media or documentation, subject to Claris's standard RMA process and terms, and only for replacement.

3. **Maintenance.**

(a) Definitions.

(i) "Maintenance Software" includes both Upgrades and Updates. Maintenance Software is included as part of the "Software" as that term is used throughout this Agreement.

(ii) "Upgrade" means an improvement to an existing product through added functionality and/or enhanced performance. Upgrades are identified by a change in the number to the left or right of the decimal point in the product version number (e.g., an upgrade from FileMaker Pro 15.0 to 16.0, or an upgrade from version 8.0 to 8.5).

(iii) "Update" means bug fix updates containing fixes, compatibility updates to maintain compliance with specifications, and standards compatibility updates to interoperate with specific standards. Updates are identified by a change in the number to the right of the "v"

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(e.g., FileMaker Pro 16.0v2). Updates are generally made available only through electronic download.

(b) Maintenance Software License. Bundle Redistributor's license rights and restrictions under this Agreement will include the Maintenance Software that is commercially released during the maintenance period paid for by Bundle Redistributor. Bundle Redistributor may make copies and distribute the Maintenance Software to its customer under the terms and conditions in this Agreement. Bundle Redistributor may only distribute the quantity of Maintenance Software paid for by Bundle Redistributor. Bundle Redistributor will not publicly list the Maintenance Software at a price separate from the Bundle. Claris will make available to Bundle Redistributor a master copy of such Maintenance Software commercially released during this period. Bundle Redistributor's customers may only use the Maintenance Software to replace a previous version of the same licensed Software (i.e., Bundle Redistributor and its customers may not use the Maintenance Software in addition to the copy of the licensed Software that the Maintenance Software is replacing). The Maintenance Software does not include technical support as further described in Section 5.

(c) Limitations. These maintenance terms do not grant Bundle Redistributor or its customers the right to acquire products bearing different names or running on different platforms from the Software, or to special versions of the Software created for certain customers or market segments, even though they may contain similar features or perform similar functions. From time to time Claris may offer products in the retail or other channels in different configurations as special promotions, which will not be made available as Maintenance Software, except in Claris's sole discretion.

(d) Release. MAINTENANCE SOFTWARE WILL BE DEVELOPED AND RELEASED BY CLARIS AND ITS LICENSORS IN THEIR SOLE DISCRETION. CLARIS AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THEY WILL DEVELOP OR RELEASE ANY MAINTENANCE SOFTWARE DURING THE TERM.

4. Fees and Payment.

(a) Payment. Bundle Redistributor must pay Claris in advance unless Bundle Redistributor has obtained Claris credit approval in advance. If so, Claris will invoice Bundle Redistributor for the license fees upon receipt of Bundle Redistributor's orders, and payment by Bundle Redistributor will be due within thirty (30) days after Claris's invoice date. BUNDLE REDISTRIBUTOR ACKNOWLEDGES THAT CLARIS IS PROVIDING THE SOFTWARE AT VOLUME DISCOUNTS UNDER THIS AGREEMENT, IN PARTIAL CONSIDERATION FOR CLARIS RECEIVING THE REPORTS AND PAYMENTS ON A TIMELY BASIS DURING THE TERM OF THE AGREEMENT. CLARIS MAY TERMINATE THIS AGREEMENT UNDER SECTION 7(c) IF CLARIS DOES NOT RECEIVE SUCH REPORTS OR PAYMENTS ON A TIMELY BASIS. Bundle Redistributor shall be solely responsible for all expenses incurred in the copying and installation of the Software.

(b) Price & Product Changes. Claris reserves the right in its sole discretion to increase or decrease the pricing for the Software product and to discontinue the Software. Claris will have no obligation to credit or pay Bundle Redistributor for any other Software licensed by Bundle Redistributor at a different price.

(c) Taxes & Freight. All prices set forth herein are exclusive of applicable freight, sales, and other similar taxes and expenses and it shall be Bundle Redistributor's responsibility to pay such taxes and expenses.

(d) Audit. No more than once per year and during ordinary business hours (after giving reasonable advance notice) Claris, or an independent third party reasonably acceptable to both parties, may audit Bundle Redistributor and its records relating to its use of the Software for the purpose of confirming Bundle Redistributor's compliance with this Agreement. Claris may also at its discretion contact Bundle Redistributor's customers. At Claris's request, Bundle Redistributor will provide a knowledgeable employee to assist in such audit. If such audit reveals that Bundle Redistributor has not paid for all its copies, and the amount which Bundle Redistributor has underpaid in any period exceeds the amount actually accounted for and paid to Claris for such period, Bundle Redistributor will, in addition to paying Claris such past due amounts, reimburse Claris for the direct reasonable out-of-pocket expenses incurred in conducting such audit.

5. Customer Support. Bundle Redistributor shall conspicuously notify its customers that Claris has no obligation to provide any technical support for the Software, and that Bundle Redistributor's customers should contact Bundle Redistributor for all support questions.

6. Ownership. Bundle Redistributor owns the media on which the Software is recorded, but all right, title and interest in and to all the Software, including but not limited to copyrights, shall remain with Claris or in third parties from whom Claris has acquired license rights, subject to the licenses expressly granted in this Agreement.

7. Term, Renewals and Termination.

(a) Term. The initial term of this Agreement will commence on the Contract Date confirmed by Claris ("Effective Date") and will expire one year following the Effective Date ("Initial Term"). Following the Initial Term, Bundle Redistributor can:

- (1) Renew the Agreement under Section 7(b);
- (2) Terminate the Agreement under Section 7(d), cease all distribution of the Software, and cease all use of any expired annual Software licenses by Bundle Redistributor or any of its customers; or
- (3) Relicense the software under one of Claris's other license programs under Claris's then-current terms.

(b) Renewal Term(s). Following the Initial Term, the Agreement may be renewed for additional one (1) year periods provided that Bundle Redistributor pays to renew under an annual volume license or Maintenance a minimum of one of the following: (i.) at least 50 User Licenses; (ii) 50 Concurrent Connections Licenses; or (iii.) some combination of licenses that totals 50. These minimum order requirements must be met for each approved solution. Bundle Redistributor must confirm its total license count in writing to Claris before each annual anniversary date, accept the terms in Claris's system and pay Claris's renewal fees in order to renew the Agreement. Claris will confirm such renewal by sending a confirmation order email that states the new Expiry Date. If Bundle Redistributor renews an annual license for a license count that is less than the prior year, then Bundle Redistributor must confirm in writing that it has ceased all use of such reduced count. For example, if Bundle Redistributor orders 100 annual licenses for Year 1 and 90 annual licenses for Year 2, then Bundle Redistributor must confirm in writing at the end of Year 1 that it ceased use of 10 annual licenses.

(c) Breach. Claris may terminate this Agreement, at any time, upon written notice to Bundle Redistributor if Bundle Redistributor breaches any provision of this Agreement and fails to cure such breach within thirty (30) days following Claris's written notice of the breach. Claris may also immediately terminate this Agreement if

Bundle Redistributor files a petition under the bankruptcy laws or ceases to conduct business for any reason.

(d) Effect of Termination or Expiration. Upon termination or expiration of this Agreement, Bundle Redistributor will cease making any further copies of the Software. So long as this Agreement is not terminated due to Bundle Redistributor's breach, Bundle Redistributor shall have the right to distribute Bundles that were paid for prior to the effective date of termination or expiration consistent with the terms of this Agreement for a period of six (6) months. Upon termination or expiration Bundle Redistributor and its customers will cease all use of any expired annual licenses and confirm in writing to Claris that it has complied. Claris will have no obligation to refund any payments made under this Agreement upon termination or expiration.

(e) Survival. Sections 1(i), 4(d), and 6 - 13 will survive any expiration or termination of this Agreement.

8. Limited Warranty. Except for the limited warranty in the Claris software license agreement accompanying the Software, CLARIS MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE SOFTWARE OR ANY RELATED SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLARIS AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

9. Indemnification. Bundle Redistributor agrees to defend, indemnify and hold Claris harmless from any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by Claris as a result of Bundle Redistributor's improper reproduction, distribution or installation of the Software or breach of this Agreement.

10. Limitation of Remedies and Damages. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL CLARIS, OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF CLARIS, ITS LICENSORS OR AN AUTHORIZED REPRESENTATIVE OF CLARIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Claris's or its licensors' total liability for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid under this Agreement. THE ABOVE LIMITATION WILL NOT APPLY IN CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

11. Export Law Assurances. Bundle Redistributor and its customers may not use or otherwise export or re-export 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 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. By using the Software, Bundle Redistributor represents and warrants that it and its customers are not located in any such country or on any such list. Bundle Redistributor also agrees that it will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

12. Confidentiality. Other than to inform potential users of the conditions and restrictions on the use of the Software set forth herein or as otherwise required by law, Bundle Redistributor will not disclose the terms and conditions of this Agreement to anyone except its employees who need to know them in order to perform hereunder.

13. General Terms. If there is a local subsidiary of Claris in the country in which this Agreement was purchased, then the local law in which the subsidiary sits shall govern this License. Otherwise, this Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, as applied to agreements executed by California residents and performed solely within 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 Agreement. If any provision of this Agreement 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 Agreement will remain in full force and effect. All notices given hereunder must be in writing to the respective address stated in the Claris contract system or such other addresses as may be substituted by written notice. This Agreement is specific to Bundle Redistributor, and Bundle Redistributor may not assign or transfer this Agreement or any right hereunder without the prior written consent of Claris. This Agreement and any executed amendments constitute the entire agreement between the parties concerning the subject matter, and any proposals for additional or different terms, including but not limited to the terms set forth in any purchase order, are hereby rejected. Any waiver or amendment of any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of both parties.

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Exhibit A

MINIMUM TERMS AND CONDITIONS

OF

BUNDLE REDISTRIBUTOR'S END USER LICENSE AGREEMENT

1. Bundle Redistributor grants to End User a non-exclusive license to use the Bundle Redistributor's licensed Claris software ("Software") under the terms stated in this Agreement.
2. [INSERT IF YOU DISTRIBUTE ANNUAL LICENSES]
Your license to use the Software will expire on _____ ("Expiry Date"). You must cease all use of the Software on the Expiry Date, and all copies of the Claris software in your possession must be immediately deleted or destroyed.
3. End User will not copy the bundled Software except: (i) as necessary to use only one copy of the Software on a single computer, or (ii) to create an archival copy solely for backup purposes. You agree that any such copies of the bundled Software shall contain the same proprietary notices that appear on and in the bundled Software.
4. End User agrees not to reverse engineer, decompile or disassemble the bundled 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.
5. Title to and ownership of the intellectual property rights associated with the Bundle Redistributor's licensed Software and any copies remain with Bundle Redistributor and its suppliers.
6. End User may not transfer or assign your rights under the license to another party without the prior written consent from the owner of the bundled Software.
7. End User is hereby notified that Claris International Inc., 5201 Patrick Henry Drive, Santa Clara, California 95054 ("Claris") is a third-party beneficiary to this Agreement to the extent that this Agreement contains provisions that relate to your use of the bundled Software. Such provisions are made expressly for the benefit of Claris and are enforceable by Claris in addition to Bundle Redistributor.
8. In no event shall Bundle Redistributor or its suppliers be liable in any way for 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 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 Bundle Redistributor or its suppliers has been advised of the possibility of such damage.