CLARIS STUDIO TERMS OF SERVICE

THIS LEGAL AGREEMENT (THE "TERMS") BETWEEN YOUR COMPANY OR ORGANIZATION (REFERRED TO AS "COMPANY," "YOU," AND "YOUR"), ON THE ONE HAND AND CLARIS INTERNATIONAL INC. AND /OR CLARIS INTERNATIONAL (COLLECTIVELY REFERRED TO AS "CLARIS") ON THE OTHER HAND, GOVERNS YOUR USE OF THE CLARIS STUDIO ("CLARIS STUDIO") PRODUCT, SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE "SERVICE"). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING "AGREE," YOU ARE AGREEING THAT THESE TERMS WILL GOVERN YOUR ACCESS OR USE OF THE SERVICE. YOU FURTHER AGREE THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR COMPANY OR ORGANIZATION TO THESE TERMS. IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND YOUR COMPANY OR ORGANIZATION OR DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE" AND CONTACT CLARIS.

Claris is the provider of the Service and compatible Claris offerings that connect with the Service (including, without limitation, Claris FileMaker Go, Claris FileMaker Pro, and Claris FileMaker Server). The Service permits You to create and share web applications with users within your organization or individuals outside your organization. Web applications created by the Service can be used to either collect or share information with Users. (the "Permitted Use") only under the terms and conditions set forth in these Terms.

1. REQUIREMENTS FOR USE OF THE SERVICE

A. Compliance with Service Terms and Policies. You are solely responsible for Your and Your Users' (as defined in section 2(b) below) use of the Service, and You will ensure that each User fully complies with these Terms, the Claris Privacy Policy located at https://www.claris.com/company/legal/privacy and any applicable End User License Agreements or other terms or agreements that accompany any of the compatible offerings such as Claris FileMaker Go, Claris FileMaker Pro or Claris FileMaker Server, (collectively, "Applicable Policies and Agreements"). To that end, You will (i) be responsible for each User's compliance with all Applicable Policies and Agreements and (ii) enforce all restrictions and obligations set forth in these Terms. You will ensure that all Users are of legal age of majority in the jurisdiction in which they reside. You will prevent unauthorized use of the Service by Your Users and terminate any unauthorized use of or access to the Service. You will promptly notify Claris of any unauthorized use of or access to the Service.

You will have the ability to monitor, access or disclose certain user data associated with each of Your Users' Claris ID Accounts. You represent and warrant that, prior to deploying the Service at your Company, You will obtain and maintain all necessary rights and consents from each User to: (1) provide and use the Service in accordance with and as contemplated in these Terms; and (2) access, receive and use User data that may arise as part of the provision of the Service.

B. Limitations on Use. You agree to use the Service only for purposes permitted by these Terms, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If Your use of the Service or other behavior intentionally or unintentionally threatens Claris's ability to provide the Service or other systems (which includes placing very high demands on the Service), Claris shall be entitled to take all reasonable steps to protect the Service and Claris's systems, which may include suspension of Your access to the Service. Repeated violations of the limitations may result in termination of Your Account.

You may not use the Service in any situation or environment where use, failure, delays, errors, inaccuracies or fault of the Service could lead to death, personal injury or physical or environmental damage. For example, You may not use, or permit any other person to use, the Service in connection with aircraft or other modes of human mass transportation, communication systems, nuclear or chemical facilities, weapons systems, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.

You may not use or access the Service or Software to monitor availability, performance or functionality or for any other benchmarking or competitive purposes.

If You are a covered entity, business associate or representative of a covered entity or business associate (as those terms are defined at 45 C.F.R § 160.103), You agree that You will not use any component, function or other facility of Claris Studio to create, receive, maintain or transmit any "protected health information" (as such term is defined at 45 C.F.R § 160.103) or use Claris Studio in any manner that would make Claris (or any Claris Subsidiary) Your or any third party's business associate.

C. Availability of the Service. Claris makes no representation that (i) the Service, or any feature or part thereof, will become available in a particular language or country or (ii) the Service or any feature or part thereof complies with applicable laws of any other particular location. To the extent You choose to access and use the Service, You do so at Your own initiative and are responsible for Your compliance with any applicable laws.

D. Changing the Service or Terms. Claris reserves the right at any time to modify these Terms and to add new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into these Terms. Your continued use of the Service will be deemed acceptance thereof. Claris shall not be liable to You for any modifications to the Service or terms of service made in accordance with this Section 1(D).

E. Accessibility. Claris shall use reasonable efforts to make the Service available to You and Your Users on a 24/7 basis, but Claris shall not be liable for, and Claris expressly disclaims any liability for, any lack of availability of the Service for any reason, including (without limitation) any system backup or other routine maintenance (whether scheduled or unscheduled), communication network failures or force majeure events.

F. Support. Claris shall use reasonable efforts to provide You with support for use of the Service as described in the Claris Support Policy located at: https://support.claris.com/s/answerview?anum=000023250&language=en_US.

G. Compliance with Law. You agree that You are solely responsible, and remain liable, for ensuring that Your use of the Service, including use of the Service by each of Your Users and any other end users, fully complies with all applicable laws, including all privacy and data protection laws.

2. FEATURES AND SERVICES

A. Administrator of Your Team. Your Team Manager(s) will have access to Claris Studio to manage users, create web applications to collect or share information, and view and modify data in views ("Views"). You understand that Claris is not responsible for management of the Service for You or Your Users.

B. Claris Studio Users. You must purchase a Claris Studio user license for the number of unique individuals in your company or organization that will need access to the Service (each such individual, a "User"). If you have purchased access to the Service under the Problem Solvers Circle Site License program or Claris Platform Bundle program then you must purchase licenses for the number of individuals as stated in those program terms. If you have purchased access to the Service under a standard volume license agreement (i.e. Annual Volume License Agreement, Annual Site License Agreement, Volume License Agreement or Site License Agreement) Starter or Max plan, then you are entitled to invite to the Service up to the same number of Users as currently purchased under your volume license agreement. You can only allow the same unique Users that have licenses under your volume license agreement to use the Service. Each company or organization under a volume license agreement will receive up to 500GB of bandwidth per month and up to 2GB of data storage per User for the subscription term. Each User can launch Claris FileMaker Pro and access Claris Studio data within Claris FileMaker Pro apps. Team Managers can create views and Users can view and modify data.

C. Starter Plan & Max Plan Shared Views limits. If you have access to the Service under the Starter Plan, you will receive 10 Studio Shared Views published for consumption for the subscription term. If you have access to the Service under the Max Plan, then you will receive unlimited Studio Shared Views published for consumption for the subscription term. A "Studio Shared View" means a Claris Studio view that is either publicly available through its own unique URL, or any view in a Hub with more than 3 users.

D. Claris ID Account. Claris Studio allows each User to create a Claris ID account ("Account"), a unique username and password combination, which is required in order to sign in to use the Service. A User must not reveal their Account information to anyone else. You and Your Users are solely responsible for maintaining the confidentiality and security of User Accounts and for all activities that occur on or through Your Users' Accounts, and You agree to immediately notify Claris of any security breach of or unauthorized access to Your Users' Accounts. You further acknowledge and agree that You and Your Users will not share Your Account and/or password details with another individual. To the fullest extent permitted under applicable law, Claris shall not be responsible for any losses arising out of the unauthorized use of Your Account or of any of Your Users' Accounts

In order to use the Service, each User must enter their Claris ID username and password to authenticate their Account. You and Your Users agree to provide accurate and complete information when You register with, and as You use, the Software or Service ("Account

Registration Data"), and You agree to keep Your Account Registration Data accurate and complete at all times. Failure to provide accurate, current and complete Account Registration Data may result in the suspension and/or termination of Your Account.

E. Claris ID Lost Credentials. Each User is responsible for maintaining their own Claris ID credentials. If a User forgets or loses their password and is unable to reset his or her password through the "Forget Password?" functionality, Claris will not be able to provide You with access to Your Instance or any Content or data stored thereon.

F. Claris MCP. Claris provides an MCP-compliant server that enables AI models and MCP clients to access tools, data sources, or functionality exposed by the service at your direction ("Claris MCP Feature"). You are responsible for controlling access by an AI model or agent that interacts with the Claris MCP Feature. You understand and agree that if you send data to a third-party application via the Claris MCP Feature, such third party's terms, and not Claris's terms, govern that party's processing and use of such data. You choose to access and send data to any third-party application at your own risk, and Claris is not responsible for such third party's data processing practices or the accuracy or reliability of any information, data, opinions, advice, or statements made by such third-party applications. You are solely responsible for compliance with all applicable laws and regulations when using the Claris MCP Feature, as well as complying with any third-party application's license terms. Claris reserves the right to introduce usage limits, paid tiers, or other pricing for use of the Claris MCP Feature in the future.

3. YOUR USE OF THE SERVICE

A. Use of Other Claris Products and Services. Particular components or features of the Service provided by Claris and/or its licensors, including but not limited to the ability to use Claris FileMaker Go, Claris FileMaker Pro or Claris FileMaker Server require separate software or other license agreement or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

B. No Conveyance. Nothing in these Terms shall be construed to convey to You any interest, title, or license in a Claris ID, domain or subdomain name, or similar resource used by You in connection with the Service. As between You and Claris, Claris owns all intellectual property rights in and to any Claris ID, domain or subdomain name, or similar resource used by You in connection with the Service.

C. No Resale of Service. You agree that You will not reproduce, copy, duplicate, sell, resell, sublicense, rent or trade the Service (or any part thereof) for any purpose unless authorized to do so by Claris.

D. Third Party Materials. The Service may display, include, or provide access to content, data, information, applications, services, or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that Claris is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or web sites. Claris does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or web sites, or for any other materials, products, or services of third parties.

4. CONTENT AND YOUR CONDUCT

A. Content. "Content" means any information that may be stored, generated, accessed or encountered through use of the Service, such as data files, written text, graphics, photographs, images, sounds, videos, messages and any other like materials. You understand that all Content on the Service is the sole responsibility of the User or other individual from whom such Content originated. This means that You, and not Claris, are solely responsible for any Content You upload, download, post, email, transmit, store or otherwise make available through Your use of the Service. You understand that by using the Service You may encounter Content that You may find offensive, indecent, or objectionable, and that You may expose others to Content that they may find objectionable. Claris does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that Your use of the Service and any Content is solely at Your own risk.

B. Your Conduct. You agree that You and Your Users will NOT use the Service to:

1. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;

2. stalk, harass, threaten or harm another;

3. pretend to be anyone, or any entity, You are not — You may not impersonate or misrepresent Yourself as another person, entity, another Claris Studio user, a Claris employee, or a civic or government leader, or otherwise misrepresent Your affiliation with a person or entity (and Claris reserves the right to reject or block any Claris ID or email address which could be deemed to be an impersonation or misrepresentation of Your identity, or a misappropriation of another person's name or identity);

4. engage in any copyright infringement or other intellectual property infringement (including uploading any content to which You do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;

5. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;

6. forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service ("spoofing");

7. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to or

that may or do harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;

8. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);

9. plan or engage in any illegal activity; and/or

10. gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

C. Removal of Content. You acknowledge that Claris is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content.

D. Storage of Content. Claris will store Your Content (along with all other Content stored on or through Your Instance) in a data center located in the United States or in another geographic region, as more regions become available, in Claris's sole discretion. Each of Your User's Content will be stored in Your data center regardless of the geographic location of each such User. You are responsible for providing notice of this provision to each User and for ensuring that each such User fully complies with applicable law with respect to any Content each User posts to Your Instance. Claris may move Your Content to a new data center if one becomes available or for any other reason.

E. Access to Your Account and Content. Claris reserves the right to take steps Claris believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms. You acknowledge and agree that Claris may, without liability to You, access, use, preserve and/or disclose Your Account information and Content to law enforcement authorities, government officials, and/or a third party, as Claris believes is reasonably necessary or appropriate, if legally required to do so or if Claris has a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (i) comply with legal process or request; (ii) enforce these Terms, including investigation of any potential violation thereof; (iii) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Claris, its users, a third party, or the public as required or permitted by law.

F. Copyright Notice – DMCA. If You believe that any Content in which You claim copyright has been infringed by anyone using the Service, please contact Claris's Copyright Agent as described in our Copyright Policy at https://www.claris.com/company/legal/docs/dmca_process.pdf. Claris may, in its sole discretion, suspend and/or terminate Accounts of users that are found to be repeat infringers.

G. Violations of these Terms. If while using the Service, You encounter Content You find inappropriate, or otherwise believe to be a violation of these Terms, You may report it by sending an email to legal@claris.com

H. Content Submitted or Made Available by You on the Service

1. License from You. Except for material we may license to You, Claris does not claim ownership of the materials and/or Content You submit or make available on the Service.

2. Changes to or Transmission of Content. You understand that in order to provide the Service and make Your Content available thereon, Claris may transmit Your Content across various public networks, in various media, and modify or change Your Content to comply with technical requirements of connecting networks or devices or computers. You agree that the license herein permits Claris to take any such actions.

3. Trademark Information. Claris, the Claris logo, Claris Studio, FileMaker, and other Claris trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Claris International Inc. in the United States and/or other countries. A list of Claris's trademarks can be found at https://www.claris.com/company/legal/trademark-guidelines.html. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that You shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service or Software.

I. Feedback. You grant to Claris and each of its Affiliates a worldwide, perpetual, irrevocable, royalty-free, fully-paid up, freely transferable, fully sublicensable (through multiple tiers of sublicenses) license to use any feedback, comments or suggestions that You or Your Users provide to Claris. You represent and warrant that you have all rights necessary to grant to Claris and each of its Affiliates the foregoing license grant.

5. DATA PRIVACY AND SECURITY

A. Under this Agreement, Claris, acting as a data processor and service provider on Your behalf, may receive or have access to Personal Data, if provided by You or Your Users. By entering into this Agreement, You instruct Claris to process and use this Personal Data to provide and maintain the Service in accordance with applicable law, Your instructions given through the use of the Service (e.g., instructions given through the Service), and any other written instructions given by You that are accepted and acknowledged in writing by Claris. Claris shall comply with such instructions, if applicable, and unless prohibited by law, in which case Claris will inform You before processing such Personal Data (unless prohibited by law from informing You on grounds of public interest). Claris shall only process the Personal Data on such documented instructions, unless required to do so by law, in such a case, Claris shall inform You of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Furthermore, Claris shall not: (i) disclose any Personal Data in such a manner as to constitute a "sale" or "sharing" (as those terms are defined in the CCPA or any similar concept in other data protection laws) of Personal Data; (ii) collect, retain, use, or disclose such Personal Data for any purpose other than providing the Service; (iii) combine such Personal Data with Personal Data that Claris obtains from other sources; or (iv) use or disclose such Personal Data outside of the direct business relationship between Claris and You.

B. Sub-Processors. Claris may provide Personal Data to service providers who provide services to Claris in connection with the Service ("Sub-processors"). You authorize Claris to use Apple Inc. as Sub-processor. You further generally authorize to Claris to use any other Sub-processors; provided such Sub-processors are contractually bound by data protection obligations at least as protective as those in this Agreement. The list of Sub-Processors is available at https://www.claris.com/company/legal/docs/claris_subprocessors_list.pdf. Claris will announce any intended changes concerning the addition or replacement of sub-processors via this site, thereby giving You the opportunity to object to such changes. Where a sub-processor fails to fulfil its data protection obligations, Claris shall remain fully liable to You for the performance of that sub-processor's obligations.

C. Data Incidents. If Claris becomes aware that Personal Data has been altered, deleted, or lost as a result of any unauthorized access to the Service (a "Data Incident"), Claris will notify You without undue delay if required by law, and Claris will take reasonable steps to minimize harm and secure the data. Notification of, or response to, a Data Incident by Claris will not be construed as an acknowledgment by Claris of any responsibility or liability with respect to a Data Incident. You are responsible for complying with applicable incident notification laws and fulfilling any third-party obligations related to Data Incident(s). Claris will not access the contents of Personal Data in order to identify information subject to any specific legal requirements.

D. Security Procedures; Compliance. Claris shall use industry-standard measures to safeguard Personal Data during the transfer, processing, and storage of Personal Data as part of the Service. As part of these measures, Claris will use commercially reasonable efforts to encrypt Personal Data at rest and in transit; ensure the ongoing confidentiality, integrity, availability and resilience of the Service; in the event of an issue, restore the availability of Personal Data in a timely manner; and regularly test, assess, and evaluate the effectiveness of such measures. Claris will take appropriate steps to ensure compliance with security procedures by its employees, contractors and Sub-processors, and Claris shall ensure that any persons authorized to process such Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Service. Encrypted Personal Data may be stored at Claris' geographic discretion. To the extent Claris is acting as a data processor, Claris will assist You with ensuring Your compliance, if applicable, with the following: (a) Article 28 of the GDPR or other equivalent obligations under law (by making available all necessary information; by allowing for and contributing to audits (provided, that Claris' ISO 27001 and ISO 27018 certifications shall be considered sufficient for such required audit purposes); (b) Article 32 of the GDPR or other equivalent obligations under law (by in particular implementing the security procedures set forth in this section 5.3 and by maintaining the ISO 27001 and ISO 27018 Certifications); (c) Articles 33 and 34 of the GDPR or other equivalent obligations under law (by assisting You with providing required notice of a Data Incident to a supervisory authority or data subjects); (d) Articles 35 and 36 of the GDPR or other equivalent obligations under law requiring You to conduct data protection impact assessments or to consult with a supervisory authority prior to processing; (e) an investigation by a data protection regulator or similar authority regarding Personal Data; and (f) taking into account the nature of the processing by appropriate technical and organizational measures, insofar as this is possible, to Your obligation to respond to request for exercising data subject's rights under the GDPR or other equivalent obligations under applicable law.

E. Data Access and Transfer; Termination. If required by law, Claris will ensure that any international data transfer is done only to a country that ensures an adequate level of protection, has provided appropriate safeguards as set forth in applicable law, such as those in Articles 46 and 47 of the GDPR (e.g., standard data protection clauses), or is subject to a derogation in Article 49 of the GDPR or applicable law. Such safeguards may include the Model Contract Clauses/ United Kingdom International Data Transfer Agreement and International Data Addendum/Swiss Transborder Data Flow Agreement, available upon request, if applicable. If You are required to enter a data transfer agreement to transfer data to a third country, You agree to enter into the applicable data transfer agreement for Your jurisdiction.

Claris is not responsible for data You store or transfer outside of Claris' system. Upon termination of this Agreement for any reason, and after expiration of the 45 day period in which You may access the Service for a limited window of time in order to download a copy of your Content or data stored on the Service, Claris shall securely destroy Personal Data stored by Claris in connection with Your use of the Service within a reasonable period of time, but in any case, no longer than 135 days, except to prevent fraud or as otherwise required by law.

F. Other. Claris may disclose Personal Data provided by You or Your Users if Claris determines that disclosure is reasonably necessary to enforce Claris' terms and conditions or protect Claris' operations or users. Additionally, in the event of a reorganization, merger, or sale, Claris may transfer any and all Personal Data provided by You or by Your Users to the relevant party. In the event Claris receives a third-party request for Personal Data ("Third-Party Request"), Claris will notify You, to the extent permitted by law, of its receipt of the Third-Party Request, and notify the requester to address such Third-Party Request to You. Unless otherwise required by law or the Third-Party Request, You will be responsible for responding to the Request.

G. FERPA. If Company is an educational institution under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), Claris acknowledges that it is acting as a "school official" with "legitimate educational interests" with respect to any Company data that are "education records" as those terms have been defined under FERPA and its implementing regulations, and that Claris will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. In addition, Company consents to the processing of any personal data of end users submitted through the Services and agrees it has complied with Section 1A of these Terms.

6. PROPRIETARY RIGHTS; SOFTWARE

A. Claris's Proprietary Rights. You acknowledge and agree that Claris and/or its licensors own all legal right, title and interest in and to the Service, and any software provided to You as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that You will not use such proprietary information or materials in any way whatsoever except for use of

the Service in compliance with these Terms. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms. Except as expressly set forth in these Terms, Claris does not grant You or Your Users any other licenses, rights or interest with respect to the Service, the Software or any intellectual property rights that exist therein or related thereto.

B. License From Claris. Subject to Your compliance with these Terms, Claris grants You a non-exclusive, non-transferable, limited license to use the Software solely, during the Term, (i) as provided to You by Claris as a part of the Service and (ii) in accordance with these Terms; provided, however that You will not (and will not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by applicable law), sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the Software.

THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED, INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF CLARIS OR OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

C. Third Party Acknowledgements. Certain components of the Software, and third party open source programs included with the Software, have been or may be made available by Claris on its website (http://www.claris.com/resources/downloads/). Acknowledgements, licensing terms and disclaimers for such material are contained in the "online" electronic documentation for the Software, or may otherwise accompany such material, and Your use of such material is governed by their respective terms. Claris will not be responsible for any act or omission of any third party and makes no warranties of any kind with respect to any third-party components or programs included with the Software or that have been or may be made available by Claris on its website.

D. Export Control. Use of the Service and Software, including transferring, posting, or uploading data, software or other Content via the Service, may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, the Software may not be exported or re-exported (i) into any U.S. embargoed countries or (ii) 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 or Service, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Software or Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to Your Account any data or software that is: (a) subject to International Traffic in Arms Regulations; or (b) that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software and source code, without first obtaining that authorization. This assurance and commitment shall survive termination of these Terms.

7. TERM AND TERMINATION

A. Agreement Term. For paid subscriptions to the Service, Your subscription term will commence on the date You purchase Your subscription and will terminate at the end of the annual term or multi-year term ("Expiry Date") that You have purchased ("Initial Term"). If you received access to the Service through a volume license agreement, then your subscription term will expire at the end of your annual term (if you have an Annual Volume License Agreement or Annual Site License Agreement) or the end of your Maintenance Period (if you have a perpetual Volume License Agreement or Site License Agreement). At any time prior to expiration of the Initial Term or then-current subscription term, You may choose to renew Your subscription for an additional one-year term or multi-year term by contacting Claris Sales at 1-800-725-2747 and paying the applicable renewal fees (each such renewal term, a "Renewal Term"). If You do not purchase a renewal of Your current paid subscription prior to the Expiry Date, then Your subscription to the Service will automatically expire on the Expiry Date of the Initial Term or the last day of the current Renewal Term, as applicable.

B. Voluntary Termination by You or Your Users.

1. Your Voluntary Termination of the Service. You may choose for Your Organization or Company to stop using the Service at any time. To terminate Your Subscription to the Service prior to expiration of the current Term, you must contact Customer Support. Your Team Manager will receive an email with further instructions on how to cancel Your Subscription. Any fees paid by You prior to Your termination are nonrefundable (except as expressly provided otherwise in these Terms), including any fees paid in advance for the billing year during which You terminate. Termination of Your Account shall not relieve You of any obligation to pay any accrued fees or charges.

2. Voluntary Termination of a User Account. You may choose to remove one of Your Users' Accounts by having Your Team Manager remove them as a licensed User. If You or one of Your Users terminates a particular User Account in accordance with the foregoing sentence, such User will no longer have access to any Content or data associated with the User's account.

3. Voluntary Termination of a Claris ID Account. If You want to deactivate a particular User's Claris ID, then a Team Manager can deactivate the User's Claris ID in Claris Studio. If the original Team Manager wants to deactivate their Claris ID, please contact Claris Customer Support https://www.claris.com/company/#claris-offices. If You want to delete a Claris ID, contact Claris Customer Support. If You or Your User request to delete a User's Claris ID in accordance with the foregoing sentence, such User will not have access to other Claris products and services with that Claris ID. This action may be non-reversible.

C. Termination by Claris. Claris may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of Your Account, Your Users' Accounts and/or Your or Your Users' access to the Service. Reasons for such termination or suspension include (but are not limited to): (i) violations of these Terms or any other policies or guidelines that are referenced herein and/or posted on the Service; (ii) a request by You to cancel or terminate the Service; (iii) a request and/or order from law enforcement, a judicial body, or other government agency; (iv) where provision of the Service to You is or may become unlawful; (v) unexpected technical or security issues or problems;

(vi) Your participation in fraudulent or illegal activities; or (vii) failure to pay any fees owed by You in relation to the Service. Any such termination or suspension shall be made by Claris in its sole discretion and Claris will not be responsible to You, any of your Users or any third party for any damages that may result or arise out of such termination or suspension of Your Account, Your Users' Accounts and/or access to the Service by Your or Your Users. Claris shall not be liable to You for any modifications to the Service or terms of service in accordance with this Section 7(C).

D. Effects of Termination. Upon expiration or termination of Your subscription for any reason, Your license to use the Service is immediately terminated. A Team Manager will have 45 days after expiration or termination to access the Service for a limited window of time in order to download a copy of Your Content or data stored on the Service. Depending on the volume of Your Content, it may take a significant amount of time to download, and you should contact Customer Support with any difficulties you may encounter. After 45 days You will no longer be able to access Your Instance and Claris will, within a reasonable period of time not to exceed an additional 135 days, delete all Your Content and data stored in or as a part of Your Instance. Other individual components of the Service that You may have used or be using subject to separate software license agreements, such as the Claris FileMaker Pro, will also terminate or expire immediately in accordance with the terms of those license agreements.

E. Survival. All terms and provisions in this Agreement, including any and all addenda and amendments hereto, which by their nature are intended to survive any termination or expiration of this Agreement, shall so survive.

8. DISCLAIMER OF WARRANTIES

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

CLARIS SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING DISCLAIMERS ARE SUBJECT TO THIS EXPRESS WARRANTY.

CLARIS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT (A) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR (B) THE SERVICE WILL BE AVAILABLE 24/7, AND YOU AGREE THAT FROM TIME TO TIME CLARIS MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. CLARIS DOES NOT GUARANTEE NETWORK AVAILABILITY AND WILL NOT BE LIABLE FOR ANY DOWNTIME THAT YOU OR YOUR USERS EXPERIENCE AS A RESULT OF NETWORK CONNECTIVITY ISSUES OR OTHERWISE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLARIS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, CLARIS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT: (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED; OR (V) THE SERVICE COMPLIES WITH ALL APPLICABLE LAWS.

CLARIS DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND CLARIS DISCLAIMS ANY LIABILITY RELATING THERETO.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

9. LIMITATION OF LIABILITY

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY BY SERVICE PROVIDERS. TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

CLARIS SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING LIMITATIONS DO NOT APPLY IN RESPECT OF LOSS RESULTING FROM: (A) CLARIS'S FAILURE TO USE REASONABLE SKILL AND DUE CARE; (B) CLARIS'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD; OR (C) DEATH OR PERSONAL INJURY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CLARIS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF CLARIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

IN NO EVENT SHALL CLARIS'S MAXIMUM AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY YOU TO CLARIS FOR THE SERVICE IN THE PRECEDING TWELVE-MONTH SUBSCRIPTION TERM.

10. INDEMNIFICATION AND WAIVER

A. By You. You agree to defend, indemnify and hold Claris, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors ("Claris Indemnified Parties") harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (i) any Content You or Your Users submit, post, transmit, or otherwise make available through the Service; (ii) Your or Your Users' use of the Service; (iii) any actual or alleged violation by You or Your Users of these Terms; (iv) any action taken by Claris as part of its investigation of a suspected violation of these Terms or as a result of its finding or decision that a violation of these Terms has occurred; or (v) Your or Your Users' violation of any rights of another person or entity or any laws, rules or regulations. You acknowledge that the Service is not intended for use in situations in which errors or inaccuracies in the content, functionality, services, data or information provided by the Service, or the failure of the Service, could lead to death, personal injury, or severe physical or environmental damage, and to the extent permitted by law, You hereby agree to indemnify, defend and hold harmless each Claris Indemnified Party from any claims by reason of any such use by You or Your Users. You cannot sue Claris, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision to remove or refuse to process any information or Content, to warn You, to suspend or terminate Your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of Claris's conclusion that a violation of these Terms has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by these Terms. This provision shall survive the termination or expiration of these Terms and/or Your use of the Service. You acknowledge that You are responsible for all use of the Service using Your Account, and that these Terms apply to any and all usage of Your Account. You agree to comply with these Terms and to defend, indemnify and hold harmless Claris from and against any and all claims and demands arising from usage of Your Account, whether or not such usage is expressly authorized by You.

B. Indemnification Procedure. Claris will provide You with reasonably prompt written notice of any claim covered by the foregoing Section 10(A) and will cooperate with You, at Your expense, in defending such claim. You will have full control and authority over defense of the applicable claim except that: (i) You may not settle the claim unless Claris is provided with an opportunity to review the terms of such proposed settlement and provides prior written consent of such proposed settlement; and (ii) Claris may join in the defense of such claim with its own counsel at its own expense.

11. POSSIBLE INFRINGEMENT

If Claris believes the Service or Software infringe or may be alleged to infringe a third party's intellectual property rights, then Claris may: (a) obtain the right for You, at Claris's expense, to continue using the Service or Software; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Service or Software so that they no longer infringe. If Claris

does not believe the options described in this section are commercially reasonable, then Claris may suspend or terminate Claris's use of the affected Service or Software, with a pro-rata refund of prepaid fees for the Service or Software.

12. GENERAL

A. Notices. Claris may provide You with notices regarding the Service by email to Your email address or by postings on our website and/or the Service. You consent to receive notices by email and agree that any such notices that Claris sends You electronically will satisfy any legal communication requirements. Any notice sent to Claris must be (a) sent by U.S. Postal Service, or (b) sent by overnight air courier, in each case properly posted and fully prepaid to: Legal Department, Claris International Inc., One Apple Park Way, 174-1CL, Cupertino, CA, USA, 95014, with a courtesy copy sent via e-mail to legal@claris.com.

B. Governing Law. Except to the extent expressly provided in the following paragraph, these Terms and the relationship between You and Claris shall be governed by the laws of the State of California, excluding its conflicts of law provisions. You and Claris agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, to resolve any dispute or claim arising from these Terms.

If You are located outside the United States, the governing law and forum shall be the law and courts of the country of domicile of the Claris entity providing the Service to you. Specifically excluded from application to these Terms is that law known as the United Nations Convention on the International Sale of Goods.

C. Entire Agreement. These Terms, along with all other Applicable Policies and Agreements, constitute the entire Agreement between You and Claris, govern Your use of the Service and completely replace any prior agreements between You and Claris in relation to the Service and the Software.

D. Additional Terms and Conditions. You may also be subject to additional terms and conditions that may apply when You use affiliate services, third-party content, or third-party software.

E. Severability. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

F. No Waiver. Any delay or failure of Claris to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

G. No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to this Agreement.

H. Assignment. You may not assign or transfer these Terms, in whole or in part, whether by operation of law or otherwise, without Claris's prior written consent. Any change of control, including, without limitation, any merger, acquisition, corporate reorganization or sale of all or substantially all of Your assets, shall be deemed an assignment or transfer for

purposes of these Terms that requires Claris's prior written consent. Any assignment in contravention of the foregoing shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

I. Federal Government End Users. The Service, Software and related documentation are "Commercial Items", as such term is defined at 48 C.F.R.§2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R.§12.212 or 48 C.F.R.§227.7202, as applicable. Consistent with 48 C.F.R.§12.212 or 48 C.F.R.§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

J. Attorneys' Fees. To the extent not prohibited by applicable law, if any action or proceeding, whether regulatory, administrative, at law or in equity is commenced or instituted to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

K. Force Majeure. Neither party shall be responsible for failure or delay of performance that is caused by an act of war, hostility, terrorism, civil disobedience, fire, earthquake, act of God, natural disaster, accident, pandemic, labor unrest, government limitations (including the denial or cancelation of any export/import or other license), or other event outside the reasonable control of the obligated party; provided that within five (5) business days of discovery of the force majeure event, such party provides the other with a written notice. Both parties will use reasonable efforts to mitigate the effects of a force majeure event. In the event of such force majeure event, the time for performance or cure will be extended for a period equal to the duration of the force majeure event, but in no event more than thirty (30) days. This Section does not excuse either party's obligation to institute and comply with reasonable disaster recovery procedures.

"Claris" as used herein means:

Claris International Inc., located at One Apple Park Way, Cupertino, CA, USA 95014

or

Claris International, with registered address at 280 Bishopsgate, London, United Kingdom EC2M 4RB.

ELECTRONIC CONTRACTING

Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SERVICE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain Your electronic records, You may be required to have certain hardware and software, which are Your sole responsibility.

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