



CLARIS FILEMAKER CLOUD 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 FILEMAKER CLOUD ("FILEMAKER CLOUD") 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 ("FileMaker Go"), Claris FileMaker Pro ("FileMaker Pro") and Claris FileMaker WebDirect ("FileMaker WebDirect")) (collectively, such offerings, "Clients"). The Service permits You to utilize certain internet services to store Your FileMaker solutions on the Service and to make them accessible from Your compatible Clients (the "Permitted Use") only under the terms and conditions set forth in these Terms.

TRIAL. If You have signed up for a limited trial ("Trial"), then You are permitted to use the Service, pursuant to the terms and conditions set forth in these Terms, solely for a 15-day period or longer period if extended at the sole discretion of Claris ("Trial Period") to evaluate the Service for the purposes of considering whether to purchase an annual subscription. Your Trial will immediately expire at the end of the Trial Period, after which, You may not continue to use the Service unless You purchase a full annual subscription to the Service. Claris may, in its sole discretion, for any or no reason, without prior notice, terminate Your Trial at any time during the Trial Period. If You choose not to convert to a full annual subscription, Your Team Manager will have 45 days after the expiration of the Trial Period to access the Service for the limited purpose of downloading a copy of Your Content or data stored on the Service. After expiration of such 45 day period, Claris will automatically delete all of Your Content or data stored on the Service, and You will no longer be able to access such Content or data. With respect to any Trial, Section 8 below is modified so that the trial version of the Service is provided "AS IS" and "WITHOUT WARRANTY OF ANY KIND." All other terms in these Terms apply to both Trials and subscriptions for the Service (other than Sections 7(A) & 7(B)).

1. REQUIREMENTS FOR USE OF THE SERVICE

A. Users. You are solely responsible for Your and Your Users' (as defined 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 Clients (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 through the Service web portal and/or Administrator tools. 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, 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 FileMaker Cloud to create, receive, maintain or transmit any "protected health information" (as such term is defined at 45 C.F.R § 160.103) or use FileMaker Cloud 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. Claris may modify the Terms from time to time or upon release of an updated version of the Service. If you do not agree to these updated Terms, then do not click Agree and you will not be updated to the new version of the Service; instead, you will remain on the current version you are running. However, Claris reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on Your use of the Service in the following situations: (i) due to circumstances arising from legal, regulatory, or governmental action; (ii) to address user security, user privacy, or technical integrity concerns; (iii) to avoid service disruptions to other users; or (iv) due to a natural disaster, catastrophic event, war, or other similar occurrence outside of Claris's reasonable control. Your use of the Service following any changes to these Terms will constitute Your acceptance of those changes to these Terms, as applicable. 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://www.claris.com/company/contact>.

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

2. FEATURES AND SERVICES

A. Administrator of Your Instance. Your Team Manager will have access to a FileMaker Cloud administrator console ("FileMaker Cloud Admin Console") through which You may view and upgrade the FileMaker Cloud version, download databases and log files, configure FileMaker Cloud settings and more. Your Team Manager can also view automatic backups and choose to restore these backups. You and the Team Manager shall be solely responsible for management of Your administrator account. You are solely responsible for appointing a competent Team Manager to manage Your subscription to the Service and internally managing use of the Service by your Users. You understand that Claris is not responsible for management of the Service for You or Your Users.

B. FileMaker Cloud User Subscription. You must purchase a FileMaker Cloud license for the number of unique individuals in Your company or organization that will need any access to the Service (each such individual, a "User"). Each User has the right to access data stored in Your FileMaker Cloud virtual computing environment ("Instance") using the FileMaker WebDirect web browser client, the FileMaker Go client and/or the FileMaker Pro client (collectively "Client(s)"). A User can use any Client to access Your FileMaker Cloud Instance. You may not allow any Clients purchased under another license type (e.g. on-premise User License, Concurrent Connections License) to access the Service unless You have purchased a FileMaker Cloud User License for that individual. You may use the Clients under this license to connect to another FileMaker Cloud Instance provided You have an available FileMaker Cloud User License on that other FileMaker Cloud Instance. You may reassign a FileMaker Cloud User License to a new individual only if the current User will no longer need any access to the Service.

1. **Claris FileMaker Cloud Essentials:** A lower-priced version of FileMaker Cloud ("FileMaker Cloud Essentials") may be made available for purchase by Claris. The FileMaker Cloud Essentials product may offer fewer features, allow fewer Users, be available to only certain customers depending on industry or use cases, or may provide lesser amounts of Compute, API data transfers, databases ("Apps") or otherwise limit Your use of the FileMaker Cloud software, in exchange for such reduced price. The basic features and limitations on such FileMaker Cloud Essentials product are summarized in documentation made available to You at the time of Your purchase of FileMaker Cloud Essentials.

C. Claris ID Account. Except as set forth below, use of the Service requires a unique user name and password combination, known as a Claris ID account ("Account") and each User will be required to use their Claris ID credentials in order to sign in to use the Service. The Service may also permit Users to sign in through certain third-party Single Sign On ("SSO") authentication providers if they are supported in the Service and enabled by Your Team Manager responsible for the User's account. Use of the SSO feature is optional and is made available solely for the convenience of You and Your Users. Authentication through the use of a third-party SSO service is subject to any applicable Terms of Use associated with the third party SSO provider. Claris is not responsible for any security breaches, loss of data, other damages, or any other legal issues or claims associated with such third party SSO use, which You agree that You use at Your own risk. 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 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

Service ("Service Registration Data"), and You agree to keep Your Service Registration Data accurate and complete at all times. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of Your Account. You agree that Claris may store and use the Service Registration Data You provide for use in maintaining and billing fees to Your Account.

D. Claris FileMaker Data API/OData License. FileMaker Cloud software includes the Claris FileMaker Data API and OData features ("Data API/OData Features"). The Data API and OData features allow You to pull and push data from and to the database on Your FileMaker Cloud Instance by making REST API data requests (each a "Data Request") to the database on Your FileMaker Cloud Instance. The number of Data Requests You may make is limited by the amount of API data transfer ("API Data Transfer") You receive with Your subscription. For inbound Data Requests (pulling data into the database on Your FileMaker Cloud Instance) You have unlimited API Data Transfer. For outbound Data Requests (pushing data out from the database on Your FileMaker Cloud Instance) You are limited to the API Data Transfer included with Your subscription along with any additional API Data Transfer that You purchase. The API Data Transfer You receive is for an annual term based on the start date of Your contract and any unused API Data Transfer will not roll over to the next annual term. You cannot decrease your Data API/OData until the end of the current subscription term.

E. FileMaker Data Transfer. You will receive an allotment of data transfer to push data out of your Instance or to pull data into your Instance ("FileMaker Data Transfer"). You will receive unlimited inbound FileMaker Data Transfer. Outbound FileMaker Data Transfer is limited by the amount of FileMaker Data Transfer You receive with Your subscription.

F. FileMaker Data Storage. You will receive an allotment of FileMaker Data Storage to store Your file content (e.g. solution files and remote containers) as part of Your subscription. Backups (discussed in Section 2(I) below) are not counted as part of Your FileMaker Data Storage. The Team Manager can purchase additional capacity if needed in their Claris Customer Console.

G. Compute. You and Your Users will receive a designated level of Compute to accommodate the number of Users included under Your paid subscription. You may choose to upgrade the level of Compute You have at any time by following the steps set forth in Section 2(H)(2) below. You cannot decrease Your Compute until the end of the current paid subscription term.

H. Subscription changes.

1. User Subscription. At any time during your paid subscription term, You can change your subscription to purchase additional User licenses by going into Your Team Manager's Claris Customer Console and choosing to upgrade Your subscription. Increases in Your subscription may take up to 24 hours after purchase to take effect, or you can click the "Sync Subscription" button in the Team Manager's Claris Customer Console and the changes will take effect immediately. Once purchased, additional User licenses are non-refundable, but You can decrease Your number of User Licenses as part of the renewal process at the end of the current paid subscription term.

2. Other Subscription Changes. At any time during your paid subscription term, the Team Manager can upgrade the amount of FileMaker Data API/OData, FileMaker Data Storage and/or Your level of Compute by going into the Team Manager's Claris Customer Console Subscription tab and choosing to upgrade the applicable subscription. Increases in Your subscription may take up to 24 hours after purchase to take effect, or you can click the "Sync Subscription" button in the Team Manager's Claris Customer Console and the changes will take effect immediately. Once purchased, Your subscriptions are non-refundable, but You can downgrade Your subscriptions as part of the renewal process at the end of the current paid subscription term.

I. Backup. Claris periodically creates automatic snapshot backups of the Content or other data stored on or through Your Instance and retains each such backup for 30 days. Your Team Manager can retrieve a snapshot

backup for up to 30 days (after which time, such snapshot backup shall be automatically deleted), unless You choose to preserve Your backup for a longer period of time by clicking "Preserve" in the FileMaker Cloud Admin Console (in which case, Your preserved snapshot backup shall be available until the expiration of Your license). Claris shall use reasonable skill and due care in providing the Service, but, TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CLARIS DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND CLARIS SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR OR IF, FOR ANY REASON, CLARIS FAILS TO BACKUP OR MAINTAIN ANY BACKUP OF YOUR CONTENT. It is Your responsibility to maintain appropriate alternate backup of Your Content and data at all times.

J. Two-Step Verification and Text Messages. Each User can choose to enable Two-Step Verification for their Claris ID account. If a User chooses to enable Two-Step Verification for their Claris ID account, the User consents to (i) provide Claris at least one telephone number; and (ii) receive text messages from Claris at any of the telephone numbers provided. We may place such texts to (a) help keep Your Users' Accounts secure when signing in; or (b) as otherwise necessary to service Your Users' Account or enforce or comply with these Terms, our policies, applicable law, or any other agreement we may have with You. When a User first enables Two-Step Verification, the User will receive an SMS with a six-digit code. The User will use this six-digit code to verify their Claris ID. If a User chooses to skip enabling Two-Step Verification when first signing up for a Claris ID, the User can go back into their Claris ID profile at any time to enable this.

K. Commercial Hosting Restrictions. If You provide commercial hosting to Your Customers, You may only allow one Customer to access each FileMaker Cloud Instance. You must Purchase at least one Instance for each Customer to which You provide hosting services.

L. Sectigo SSL Certificate. Your use of the Sectigo SSL certificate included with the Software is subject to and conditioned upon Your compliance with the terms of the Sectigo Certificate Subscriber Agreement available at:

<https://sectigo.com/uploads/files/Certificate-Subscriber-Agreement-v2.1.pdf>

M. Claris Admin Lost Credentials. Your Team Manager is responsible for ensuring that the Team Manager maintains access to Your FileMaker Cloud Admin Console. As a result, if the Team Manager 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.

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 FileMaker Pro and FileMaker Go, require separate software or other license agreements 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 Sub-processors. You agree that Claris engages further processors that provide services to Claris in connection with the Service, such as information processing, fulfilling customer orders, delivering products to You, managing and enhancing customer data, and providing customer service ("Sub-processors"). You authorize the use of Apple Inc. as a Sub-processor as well as any other Sub-processors that Claris may use, provided they are bound by contract to treat personal data in no less a protective way than Claris has undertaken to treat such personal data under this Agreement, and will not be permitted to use such personal data for any purpose beyond that specified herein. A list of such service providers is available upon request. 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.

E. 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 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:

- a. 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;
- b. stalk, harass, threaten or harm another;
- c. pretend to be anyone, or any entity, You are not — You may not impersonate or misrepresent Yourself as another person, entity, another FileMaker Cloud 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);
- d. 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;
- e. 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;
- f. 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");

- g. 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;
- h. 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);
- i. plan or engage in any illegal activity; and/or
- j. 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 the geographic region in which You are located (based on the location You provide when purchasing a subscription to the Service) 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. Back Up Your Content. You are responsible for backing up, to Your own computer or other device, any important Content that You store or access via the Service. Claris shall use reasonable skill and due care in providing the Service, but Claris does not guarantee or warrant that any Content You may store or access through the Service will not be subject to inadvertent damage, corruption or loss.

F. 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.

G. 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.

H. 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

I. 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, FileMaker, the file folder logo, FileMaker Cloud, the FileMaker Cloud logo 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.

J. 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. Personal Data and Customer Instructions. Under this Agreement, Claris, acting as a data processor on Your behalf, may receive Personal Data if provided by You or Your Users. By entering into this Agreement, You instruct Claris to process Your Personal Data and the Personal Data of Your Users, in accordance with applicable law: (i) to provide the Service; (ii) pursuant to Your instructions as given through your use of the Services; (iii) as specified under this Agreement; and (iv) as further documented in any other written instructions given by You and acknowledged by Claris as constituting instructions under this Agreement.

Claris shall comply with the instructions described in this Section 5(A) unless prohibited by an applicable legal requirement from doing so, in which case Claris will inform You of that legal requirement before processing Personal Data (unless prohibited by that law from doing so on important grounds of public interest).

B. Compliance with law. You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including privacy and data protection laws, regarding the use or collection of data and information through the Service. You are also responsible for all activity related to Personal Data, including but not limited to, monitoring such Personal Data and activity, and preventing and addressing inappropriate data and activity, including the removal of data and the termination of access of the User making such data available. You are responsible for safeguarding and limiting access to User data by Your Users and for the actions of Your Users who are permitted access to use the Service.

C. Use of Personal Data. In order to provide the Service, You instruct Claris to use Personal Data, provided by You and Your Users to Claris through use of the Service, only as necessary to provide and improve the Service, subject to the requirements set forth in this Section 5. Further, Claris shall:

1. Use and handle such Personal Data consistent with the instructions and permissions from You set forth herein, as well as all applicable laws, regulations, accords or treaties.
2. Notify You in the event Claris receives any requests to access Your or Your Users' Personal Data in connection with the Service, and Claris will either reasonably (i) cooperate with You to handle such requests to the extent such requests involve Personal Data that Claris has access to or (ii) otherwise put in place a means for You to manage such requests directly. In the event You are subject to an investigation by a data protection regulator or similar authority regarding Personal Data, Claris shall provide You with assistance and support in responding to such investigation to the extent it involves Personal Data that Claris has access to in connection with the Service.

D. Data Incidents. Claris will (i) notify You, without undue delay and as required by law, if Claris becomes aware that Your Personal Data has been altered, deleted or lost as a result of any unauthorized access to the Service (“a Data Incident”); and (ii) take reasonable steps to minimize harm and secure the data. You are responsible for providing Claris with Your updated contact information for such notification purposes. Claris will also assist You to the extent it involves Personal Data that Claris has access to in connection with the Service, to ensure You comply with Your obligations to provide notice of Data Incidents to supervisory authorities or data subjects as required under Articles 33 and 34 of the GDPR, if applicable, or any other equivalent obligations under applicable law.

Claris will not access the contents of Your Personal Data in order to identify information subject to any specific legal requirements. You are responsible for complying with incident notification laws applicable to You and fulfilling any third-party obligations related to Data Incident(s).

Claris’s notification of, or response to, a Data Incident under this Section 5(D) will not be construed as an acknowledgment by Claris of any responsibility or liability with respect to a Data Incident.

E. Your Audit/Inspection Rights. To the extent that the GDPR applies to the processing of Your Personal Data, Claris will provide you with the information necessary to demonstrate compliance with Article 28 of that law. In the event that you have audit rights under other applicable laws, Claris will provide you with the information necessary to demonstrate compliance with your obligations under those laws.

F. Security Procedures. Claris shall use industry-standard measures to safeguard Personal Data during the transfer, processing and storage of Personal Data. Encrypted Personal Data may be stored at Claris’s geographic discretion. As part of these measures, Claris will also use commercially reasonable efforts to: (a) encrypt personal data at rest and in transit; (b) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) restore the availability of Personal Data in a timely manner in the event of a physical or technical issue; and (d) regularly test, assess, and evaluate the effectiveness of technical and organizational measures for ensuring the security of the processing. Claris may update the security features from time to time as long as the updates do not result in the degradation of the overall security of the Service.

G. Security controls. Claris will assist You to ensure Your compliance with Your obligations with regards to the security of Personal Data, including, if applicable, Your obligations, under Article 32 of the GDPR, by implementing the Security Procedures set forth in section 5(F) of this Agreement.

H. Security Compliance. 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 Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Service.

I. Data Impact Assessment and Prior Consultation. Claris will assist You, at its sole discretion and to the extent it involves information Claris has access to in connection with the Service, to ensure Your compliance with any applicable obligations requiring You to conduct data protection impact assessments, or to consult with a supervisory authority prior to processing where such is required by law.

J. Breach Notification and Cooperation. You shall promptly notify Claris in the event that You learn or have reason to believe that any person, or entity, has breached Your security measures or has gained unauthorized access to: (1) Personal Data; (2) any restricted areas of the Service; or (3) Claris’s confidential information (collectively, “Information Security Breach”). In the event of an Information Security Breach, You shall provide Claris with reasonable assistance and support to minimize the harm and secure the data.

K. Data Transfer. Claris will ensure that any Personal Data from the European Economic Area and Switzerland is transferred only to a third country that ensures an adequate level of protection or under

appropriate safeguards or Binding Corporate Rules as provided for in Articles 46 and 47 of GDPR except when a derogation of Article 49 applies. Such a safeguard shall include the Model Contract Clauses/Swiss Transborder Data Flow Agreement incorporated as Exhibit A, if applicable. If You are required to enter into Model Contract Clauses in order to transfer data outside of the European Economic Area, You agree to do so.

L. Access and Retrieval of Data. Claris shall provide You with the ability or assist you when necessary to access, retrieve, or delete Your and Your Users' Personal Data in accordance with Your privacy and/or data protection obligations, as applicable. Claris is not responsible for data You store or transfer outside of Claris's system. Requests for deletion sent to Claris will be completed within 30 days.

M. Destruction of Data. Upon termination of this Agreement for any reason, Claris shall securely destroy Your and Your Users' Personal Data that is stored by Claris in connection with the Service within a reasonable period of time, but in any case, no longer than 45 days.

N. Third Party Requests. In the event Claris receives a third party request for Your or Your User's Content or Personal Data ("Third Party Request"), Claris will (i) notify You, to the extent permitted by law, of its receipt of the Third Party Request; and (ii) 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.

O. Access to Third Party Products and Services. If You choose to access, use, download, install, or enable third party products or services that operate with the Service but are not a part of the Service, then the Service may allow such products to access Personal Data as required for the use of those additional services. You are not required to use such additional products in relation to the Service, and Your Administrator may restrict the use of such additional products in accordance with this Agreement. Prior to accessing or downloading third party products or services, You should review the terms, policies and practices of the third party products and services to understand what data they may collect from Your Users, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained.

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. These Terms commence on the date You first accepts these Terms and continue until all Your subscriptions hereunder have expired or have been terminated.

B. Term for Paid Subscriptions. 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"). At any time prior to expiration of the then-current subscription term, You may choose to renew Your subscription for an additional one-year term or multi-year term through Your Team Manager's Claris Customer Console by 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.

C. 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, Your Team Manager must sign in to the FileMaker Cloud Admin Console and under the Subscription tab click the "Stop Instance" button. 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. If You want to deactivate a particular User's Claris ID and you manage that Claris ID ("Managed") then Your Team Manager can deactivate the User's Claris ID in the Claris Customer Console. If Your individual User wants to deactivate their Claris ID, the User can contact Your Team Manager; if the User's Claris ID is Managed by Claris, contact Claris Customer Support <https://www.claris.com/company/intl/>. If You want to delete a Claris ID, contact Claris Customer Support. If You or Your User deletes 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.

D. 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, provided, however, that, solely in the case of a non-material breach of these Terms, Claris will use reasonable efforts to provide You with 30 days' prior written notice of such termination or suspension. 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(D).

E. Effects of Termination. Upon expiration or termination of Your subscription for any reason, Your license to use the Service is immediately terminated. Your Team Manager will have 45 days after expiration or termination to access the Service for the limited purpose of downloading 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 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 FileMaker Clients, will also terminate or expire immediately in accordance with the terms of those license agreements.

F. 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., 5201 Patrick Henry Drive, MS C-51, Santa Clara, California 95054 U.S.A., 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.

"Clariss" as used herein means:

- Clariss International Inc., located at 5201 Patrick Henry Drive, Santa Clara, California
- or
- Clariss International, located at 2 Furzeground Way, Stockley Park, Uxbridge, Greater London, UB11 1BB, United Kingdom.

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.

Exhibit A

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: **Company**

Address:

(the data **exporter**)

And

Name of the data importing organisation: **Claris International Inc.**

Address: **5201 Patrick Henry Drive, Santa Clara, CA 95054, United States of America**

Or, as appropriate, as per the Terms of Service

Name of the data importing organisation: **Claris International**

Address: **2 Furzground Way, Stockley Park, Uxbridge, Greater London, UB11 1BB, United Kingdom**

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) *'the data exporter'* means the controller who transfers the personal data;

(c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.
The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by

operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it

from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name:

Position:

Signature _____

On behalf of the data importer:

Name: **Sophia Yungen**

Position: **Secretary**

Signature



Appendix 1 to the Standard Contractual Clauses

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The data exporter is the legal entity that has entered into the Claris FileMaker Cloud Terms of Service.

Data importer

The data importer is (please specify briefly your activities relevant to the transfer):

The data importer provides information system and technology services.

Data subjects

The personal data transferred concern the following categories of data subjects:

Data exporter may submit personal data to the Service as determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to personal data relating to the following categories of data subjects:

- Employees or Users of data exporter
- Customers, Vendors or Suppliers of data exporter

Categories of data

The personal data transferred concern the following categories of data:

Data exporter may submit personal data to the Service as determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of personal data:

- First and Last Name
- Email Address
- Phone Number
- Physical Address

Special categories of data

The personal data transferred concern the following special categories of data:

Data exporter may submit special categories of data to the Service as determined and controlled by the data exporter in its sole discretion.

Processing operations

The personal data transferred will be subject to the following basic processing activities:

Personal data shall be processed in the context of the provision of information system and technology services pursuant to the Claris FileMaker Cloud Terms of Service.

DATA EXPORTER

Name:

Date:

Authorised Signature _____

DATA IMPORTER

Name: Claris International Inc. or Claris International

By: Sophia Yungen, Secretary

Date: September 10, 2019

Authorised Signature



Appendix 2 to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

Data importer shall implement a comprehensive and current Personal Data protection and security program to ensure appropriate protection of the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, particularly where the processing involves the transmission of the Personal Data over a network, and against all other unlawful forms of processing.

Data importer hereby undertakes to use commercially reasonable efforts to:

- prevent any unauthorised person from accessing the facilities used for data processing (monitoring of entry to facilities);
- prevent data media from being read, copied, amended or moved by any unauthorised persons (monitoring of media);
- prevent the unauthorised introduction of any data into the information system, as well as any unauthorized knowledge, amendment or deletion of the recorded data (monitoring of memory);
- prevent data processing systems from being used by unauthorised persons using data transmission facilities (monitoring of usage);
- ensure that authorised persons, when using an automated data processing system, may access only those data that are within their competence (monitoring of access);
- ensure the checking and recording of the identity of third parties to whom the data can be transmitted by transmission facilities (monitoring of transmission);
- ensure that the identity of all persons who have or have had access to the information system and the data introduced into the system can be checked and recorded ex post facto, at any time and by relevant persons (monitoring of introduction);
- prevent data from being read, copied, amended or deleted in an unauthorised manner when data are disclosed and data media transported (monitoring of transport); and
- safeguard data by creating backup copies (monitoring of availability).

It is acknowledged that the foregoing technical and organisational measures are subject to technical progress, organisational changes, and other developments, and the Data Importer may implement adequate alternative measures if these measures do not derogate from the level of protection contractually agreed upon.

DATA

EXPORTER

Name:

By:

Date:

Authorised Signature _____

DATA IMPORTER

Name: **Claris International Inc. or Claris International**

By: Sophia Yungen, Secretary

Date: September 10, 2019

Authorised Signature

