



Volume License Agreement

The software program(s) FileMaker Server, FileMaker Pro Advanced and any other FileMaker software listed on the software download page (“Software”) are licensed, not sold, to Licensee by FileMaker, Inc. and/or FileMaker International (collectively referred to as “FMI”) for use only under the terms and conditions of this Volume License Agreement (“Agreement”). By installing, copying, downloading, accessing or otherwise using the Software, Licensee agrees to be bound by the terms of this Agreement. If Licensee does not agree to the terms of this Agreement, Licensee must not install, copy, download, access or use the Software, and Licensee must promptly notify FMI in writing.

1. License.

(a) **General License.** Upon payment of all applicable fees and subject to the terms of this Agreement, FMI grants to Licensee a non-exclusive, perpetual (unless terminated under Section 7), non-transferable license to install and use the Software as described under the applicable license model in section 1(a)(i) or 1(a)(ii) below. The term “License Count” as used herein refers to both (i) the number of users authorized under the User License model and (ii) the number of concurrent connections authorized under the Concurrent Connections License model.

(i) **User License.** If Licensee is purchasing a user license (“User License”) the following terms apply (and the terms in section 1(a)(ii) below do not apply). Licensee will receive 3 licenses of FileMaker Server software under each User License contract, unless granted additional licenses in writing by FMI. Licensee must purchase a User License for each unique individual in its company or organization who will have any access to the Software. This unique individual who has a license to access the Software is defined as a “User.” Each User has the right to access data stored in FileMaker Server using the FileMaker WebDirect web browser client, the FileMaker Go client and/or the FileMaker Pro Advanced client (collectively “Client(s)”). A User can use any Client to access FileMaker Server. A User can also use the FileMaker Pro Advanced client either connected to FileMaker Server or disconnected/offline. A User can use any Client to access FileMaker Server purchased under a Concurrent Connections License contract as long as the User has a valid User License and use that User License when accessing the FileMaker Server software. Licensee may not allow any FileMaker Pro Advanced clients purchased under a Concurrent Connections License contract to access the FileMaker Server software purchased under this User License contract. Licensee may reassign a User License to a new individual in its company or organization only if the current User will no longer need any access to the Software.

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

(b) **FileMaker Data API License.** FileMaker Server software includes the FileMaker data API feature ("Data API Feature"). The Data API Feature allows Licensee to pull and push data from and to the database on its FileMaker Server by making REST API data requests (each a "Data Request") to the database on its FileMaker Server. The number of Data Requests Licensee may make is limited by the amount of API data transfer ("API Data Transfer") it receives with its contract. For inbound Data Requests (pulling data into the database on Licensee's FileMaker Server) Licensee has unlimited API Data Transfer. For outbound Data Requests (pushing data out from the database on Licensee's FileMaker Server) Licensee is limited to the API Data Transfer included with its contract along with any additional API Data Transfer that it purchases. If Licensee purchases the FileMaker Server software under a User License contract, then the API Data Transfer it receives under its User License contract is shared among all the FileMaker Server licenses it receives under its User License contract. The API

Data Transfer Licensee receives is for an annual term based on the start date of Licensee's contract, and any unused API Data Transfer will not roll over to the next annual term.

(c) **End User License Agreement.** The terms and conditions stated in the end user license agreement ("EULA") provided with the Software will govern the use of each respective copy of the Software used under this Agreement, except that the EULA does not constitute the granting of any additional license to the Software.

(d) **Upgrades & Updates.** If the Software is licensed as an upgrade or update, then Licensee may only use the Software to replace a validly licensed version of the same software. Licensee agrees that the upgrade or update does not constitute the granting of a second license to the Software (i.e., Licensee may not use the upgrade or update in addition to the software it is replacing, nor may Licensee transfer the software which is being replaced to a third party).

(e) **Education.** If the Software is licensed at an education discount, then the Software may only be used by enrolled students, faculty, teachers and administrators at an accredited K-12 educational institution (or equivalent) or higher education institution organized and operated exclusively for the purpose of teaching its students.

2. Restrictions. In addition to the restrictions stated in the respective EULA, the following restrictions apply.

(a) **Other Limitations.** LICENSEE MAY NOT REVERSE ENGINEER, DECOMPILE OR DISASSEMBLE THE SOFTWARE, EXCEPT AND ONLY TO THE EXTENT EXPRESSLY PERMITTED BY APPLICABLE LAW. LICENSEE MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.

(b) **Restricted Uses.** THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

(c) **Transfer Restriction.** LICENSEE MAY NOT TRANSFER OR ASSIGN ITS RIGHTS UNDER THIS AGREEMENT TO ANOTHER PARTY WITHOUT FMI'S PRIOR WRITTEN CONSENT.

3. Maintenance Software

(a) **Definitions.**

(i) "Maintenance Software" includes both Upgrades and Updates.

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

(iii) "Update" means bug fix updates containing fixes, compatibility updates to maintain compliance with specifications, and standards compatibility updates to interoperate with specific standards. Updates are identified by a change in the number to the right of the "v" (e.g., FileMaker Pro 16.0v2 Advanced). Updates are generally made available only through electronic download.

(b) **Maintenance License.** As part of this Agreement, Licensee's rights to use the Software will extend to the Maintenance Software that is commercially released during the period between the License Date and the Expiration Date set forth on the software download page ("Maintenance Period"). FMI will provide or make available to Licensee a master copy of such Maintenance Software commercially released during this period.

(c) **Restrictions and Disclaimers.** Licensee's rights to Maintenance Software does not grant Licensee the right to acquire products bearing different names or special versions of the Maintenance Software created for certain customers or market segments, even though they may contain similar features or perform similar functions. From time to time products will be offered in the retail or other channels in different configurations as special promotions, which will not be made available as Maintenance Software, except in FMI's sole discretion. MAINTENANCE SOFTWARE WILL BE DEVELOPED AND RELEASED BY FMI AND ITS LICENSORS IN THEIR SOLE DISCRETION. FMI AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THEY WILL DEVELOP OR RELEASE ANY MAINTENANCE SOFTWARE DURING THE TERM OF THESE MAINTENANCE TERMS. FMI AND ITS LICENSORS DO NOT WARRANT THAT THE MAINTENANCE SOFTWARE WILL BE PROVIDED TO LICENSEE OR MADE AVAILABLE WITHIN ANY SPECIFIED TIME PERIOD FOLLOWING THE COMMERCIAL RELEASE OF SUCH MAINTENANCE SOFTWARE.

4. **Ownership.** Licensee owns the media on which the Software is recorded or fixed, but Licensee acknowledges that FMI and its licensors retain ownership of the Software itself. FMI reserves any rights not expressly granted to Licensee. The rights granted are limited to FMI's and its licensors' intellectual property rights in the Software and do not include any other patents or intellectual property rights.

5. **Limited Warranty.** FMI warrants for a period of ninety (90) days from the effective date of this Agreement that the Software as provided by FMI will perform substantially in accordance with the accompanying documentation. FMI's entire liability and Licensee's sole and exclusive remedy for any breach of the foregoing limited warranty will be, at FMI's option, replacement of the Software, refund of the purchase price or repair or replacement of the Software which is returned to FMI or an FMI authorized representative with a copy of the receipt.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY FMI AND FMI AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS, EITHER EXPRESS OR IMPLIED (WHETHER COLLATERALLY, BY STATUTE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS. FURTHERMORE, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT OF THIRD PARTY PROPRIETARY

RIGHTS BY THE SOFTWARE. FMI DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FMI OR AN FMI AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. THE TERMS OF THIS DISCLAIMER AND THE LIMITED WARRANTY UNDER THIS SECTION 5 DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING THE SOFTWARE OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY FMI'S NEGLIGENCE.

6. Exclusion and Limitation of Remedies and Damages.

(a) Exclusion. IN NO EVENT WILL FMI, ITS PARENT, SUBSIDIARIES, OR ANY OF ITS LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) OR DIRECT LOSS OF BUSINESS, BUSINESS PROFITS OR REVENUE, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR ACCOMPANYING WRITTEN MATERIALS, REGARDLESS OF THE BASIS OF THE CLAIM (WHETHER UNDER CONTRACT, NEGLIGENCE OR OTHER TORT OR UNDER STATUTE OR OTHERWISE HOWSOEVER ARISING) AND EVEN IF FMI OR A FMI REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(b) Limitation. FMI'S TOTAL LIABILITY TO LICENSEE FOR DAMAGES FOR ANY CAUSE WHATSOEVER NOT EXCLUDED BY SECTION 6(a) ABOVE HOWSOEVER CAUSED (WHETHER IN CONTRACT, NEGLIGENCE OR OTHER TORT, UNDER STATUTE OR OTHERWISE HOWSOEVER ARISING) WILL BE LIMITED TO THE MONEY PAID FOR THE SOFTWARE THAT CAUSED THE DAMAGES. THE PARTIES AGREE THAT THIS LIMITATION OF REMEDIES AND DAMAGES PROVISION SHALL BE ENFORCED INDEPENDENTLY OF AND SURVIVE THE FAILURE OF ESSENTIAL PURPOSE OF ANY WARRANTY REMEDY. THIS LIMITATION WILL NOT APPLY IN CASE OF DEATH OR PERSONAL INJURY CAUSED BY FMI'S NEGLIGENCE ONLY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATION OF LIABILITY IN THIS SECTION 6 MAY NOT APPLY TO LICENSEE. NOTHING IN THIS AGREEMENT AFFECTS OR PREJUDICES THE STATUTORY

RIGHTS OF A CONSUMER ACQUIRING THE SOFTWARE OTHERWISE THAN IN THE COURSE OF A BUSINESS.

7. Termination. If any breach of this Agreement by Licensee continues for more than thirty (30) days after receipt of written notice of such breach by FMI, FMI may terminate this Agreement by written notice to Licensee and take steps to deactivate the Software, whereupon this Agreement and all rights granted to Licensee herein shall immediately cease. Licensee may terminate this Agreement at any time by providing written notice to FMI. In the event of any termination of this Agreement, Licensee shall promptly return to FMI all copies of the Software or verify in writing that all copies of the Software have been destroyed. Sections 2, 4, 5, 6, 7, 8 and 9 shall survive termination or cancellation of this Agreement.

8. Export Control. Licensee may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in any such country or on any such list. Licensee also agrees that Licensee will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

9. General Terms. If there is a local subsidiary of FMI in the country in which this agreement was purchased, then the local law in which the subsidiary sits shall govern this Agreement. Otherwise, this agreement shall be governed by the laws of the United States and the State of California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980), as amended, is specifically excluded from application to this Agreement. This agreement constitutes the entire agreement between the parties with respect to the Software licensed under these terms, and it supersedes all prior or contemporaneous agreement, arrangement and understanding regarding such subject matter. This agreement prevails over any other terms or conditions contained in or referred to in Licensee's purchase order or elsewhere or implied by trade custom or course of dealing, unless those other terms or conditions are specifically agreed to in writing by a duly authorized representative of FMI. Any purported provisions to the contrary are hereby excluded or extinguished. Licensee acknowledges and agrees that it has not relied on any representations made by FMI, however, nothing in this agreement shall limit or exclude liability for any representation made fraudulently. No amendment to or modification of this agreement will be binding unless in writing and signed by FMI. If any provision of this agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this agreement will remain in full force and effect. No failure or delay by FMI in exercising its rights or remedies shall operate as a waiver unless made by specific written notice. No single or partial exercise of any right or remedy of FMI shall operate as a waiver or preclude any other or further exercise of that or any other right or remedy. This Software and related documentation are "Commercial Items", as that 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.

WWE VLA 052219