



FileMaker Certified Developer Logo License Agreement

This FileMaker Certified Developer Logo License Agreement (“Agreement”) is between you and FileMaker, Inc., a Delaware corporation doing business at 5201 Patrick Henry Drive, Santa Clara CA 95054 ("FMI"). You desire to use the FileMaker 11 Certification Logo and/or a prior FileMaker Certification Logo (individually referred to as “Logo”), and FMI grants you the rights to use the Logo subject to the following terms and conditions.

1. License. Subject to the terms of this Agreement, FMI grants you a nonexclusive, nontransferable, personal license to use the Logo solely on your materials that identify you as a FileMaker certified developer. You may only use the FileMaker 11 Certification Logo if you have passed the required Developer Essentials for FileMaker 11 test and completed all the other certification requirements identified by FMI. You may only use the Certification Logos for prior versions if you have passed the respective version of the Developer Essentials test(s) and completed all the other respective certification requirements identified by FMI. This Agreement does not grant any license to any FMI technology or proprietary rights other than use of the Logo as permitted under this Agreement.

2. Your Obligations.

(a) You agree not to use the Logo in combination with any other mark, word, symbol, letter or design which would create a combination mark or cause confusion regarding FMI’s ownership of the Logo. You may use the Logo with other marks or names which are sufficiently separated to avoid such confusion.

(b) You warrant that your services associated with the Logo will meet or exceed the industry standards for such services. You agree to assist FMI in monitoring the quality of your materials using the Logo. Upon FMI’s written request, you agree to provide FMI, at your expense, a representative sample of your usage of the Logo for FMI’s review and inspection.

(c) The size and placement of the Logos must emphasize clearly that you are an independent entity, and not part of FMI. In all cases, the visual affiliation between you and FMI must clearly indicate the independent nature of the relationship between the two companies. You may not use the Logo in any manner that expresses or might imply FMI's affiliation, sponsorship, endorsement, or approval other than as contemplated by this Agreement. You may not display the Logo in any manner that suggests that your products or services are FileMaker products or services or suggest that "FileMaker" is part of the name of your products or services.

(d) The Logo may not be included in any non-FileMaker trade name, business name, product or service name, logo, trade dress, design, slogan, domain name, or other trademark.

(e) You must use the Logo only as provided by FMI. Except for size (subject to the restrictions in this Agreement), the Logo may not be altered in any manner, including proportions, colors, elements, etc., or animated, morphed, or otherwise distorted in perspective or appearance. The Logo must include any ® and/or ™ symbols included as part of the Logo.

(f) You agree to include the following notice on the your materials using the Logo: “The FileMaker Certified Developer logo is a trademark of FileMaker, Inc. in the United States and other countries.”

(g) You shall notify FMI of any infringement of the Logo by third parties, however, You shall have no rights to sue any third parties for infringement of the Logo.

(h) You agree to comply with FMI's general trademark guidelines posted on FMI's website at <http://www.filemaker.com/legal/index.html>. You agree to comply with other actions that FMI may reasonably request to assist FMI in monitoring the quality of your materials using the Logo, and to preserve FMI's ownership of the Logo.

3. Ownership. You acknowledge that you have no interest in the Logo except the license granted under this Agreement, and that FMI is the sole and exclusive owner of all right, title and interest in the Logo. You agree that your use of the Logo will inure solely to the benefit of FMI and that your use of the Logo will not create any right, title or interest for you in the Logo except for the license in this Agreement. You agree that you will not contest, oppose or challenge FMI's ownership of the Logo, and you will do nothing to impair FMI's ownership or rights in the Logo. You will not attempt to register the Logo in any jurisdiction, or adopt any mark or name which is confusingly similar to the Logo. FMI shall have the sole right to, and in its sole discretion, may control any action concerning the Logo.

4. Termination. FMI may terminate this Agreement: (a) in the event of your breach of any provision of this Agreement, which breach is not cured thirty (30) days after written notice by FMI; (b) with or without cause provided that FMI delivers six (6) months prior written notice to you; (c) upon written notice (e.g., email) by FMI at its sole discretion, after FMI makes a certification logo available for two more upgrade versions of FileMaker software. (For example, if you have passed the applicable test for the FileMaker 7 Certification Logo, then you may continue using this Logo while FMI offers the FileMaker 8 Certification Logo, but this Agreement may be terminated by FMI following written notice once FMI makes the FileMaker 9 Certification Logo available.) Upon termination, you will cease all use of the Logo, except that for up to ninety (90) days from the date of termination you may deplete your inventory of materials using the Logo subject to the terms of this Agreement as long as this Agreement is not terminated based upon your breach.

5. Liability. IN NO EVENT WILL FMI BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT FMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnification. You will indemnify and defend FMI from and against any and all third party claims, damages, costs, and expenses (including reasonable attorneys' fees) related to your products or services to the extent they are not based on the performance of a validly licensed FMI product), provided that (i) you are notified promptly in writing of any such claim, (ii) you have sole control over the defense of such claim, and (iii) FMI provides reasonable cooperation in the defense of such claim.

7. General. This Agreement supersedes all previous agreements and representations of or on behalf of the parties. This Agreement may not be changed, terminated or amended except in writing. FMI's failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing. You may not assign, sublicense or transfer all or any part of this Agreement without FMI's prior written approval. The parties are independent contractors and not partners, joint venturers or agents, and neither party may obligate the other to any warranty or other obligation. This Agreement will be governed and interpreted according to the laws of California. If a court of law finds any provision of this Agreement unenforceable, the parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision and all other terms shall remain in full force and effect. Any notice provided hereunder must be in writing and will be deemed given upon the earlier of actual receipt or five (5) days after being sent by first-class mail, return receipt requested, to the appropriate address set forth below, as such address may be changed by written notice.

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