



BENTO TEMPLATE EXCHANGE TERMS AND CONDITIONS

The FileMaker, Inc. ("FileMaker") Bento Template Exchange Terms and Conditions are effective immediately upon your acceptance below by clicking the "ACCEPT" button and/or by your submitting or distributing your templates through the Bento Template Exchange. If you do not accept all these Terms and Conditions, then you are not authorized to submit or distribute your templates through the Bento Template Exchange.

1. Requirements. Your submission must meet the following guidelines in order to be considered.

- The template must be built for use with the most recently released version of Bento software.
- You must have full rights and/or authorization from the author or manufacturer to submit the template.
- Your template, and the content displayed on or through your template, must not violate the intellectual property rights (including trademark rights) of others.
- Submitted templates must conform to the installation guidelines.

By submitting templates for consideration to FileMaker, you understand your submission is subject to review by FileMaker. FileMaker reserves the right to omit, edit, or reject submissions, and to discontinue the Bento Template Exchange at any time.

2. Warranty. You hereby represent and warrant as follows:

(a) You are the owner of, or have the right to enter into these Terms and Conditions on behalf of the owner of, all right (including trademark), title, and interest in and to the templates you submit for listing consideration.

(b) You have the full right and power to enter into these Terms and Conditions.

(c) FileMaker's use and display on the Bento Template Exchange of the information you provide regarding your templates will not infringe any existing intellectual property right, violate the right of privacy, or constitute the invasion or infringement of any other personal or property right of any third person, firm, corporation or other entity, or otherwise violate any laws.

3. Indemnification. You hereby agree to indemnify and hold FileMaker harmless against any loss, liability, damage, cost or expense (including reasonable legal fees)

arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against FileMaker by reason of your breach of any warranty or representation made pursuant to Section 2 of these Terms and Conditions; and/or that FileMaker's use, reproduction, display or distribution on or through the Bento Template Exchange of any materials provided by you in connection with your submission infringes or otherwise violates the rights, in whole or in part, of any third party. In the event that FileMaker seeks indemnification under this Section 2, it shall promptly notify you in writing of any claim or proceeding brought against it for which it seeks indemnification hereunder. In no event may you, without the prior written consent of FileMaker, enter into any third party settlement agreement that would in any manner whatsoever affect the rights of, or bind FileMaker.

4. Relationship With FileMaker. You understand and agree that none of FileMaker's programs creates a legal partnership or agency relationship between you and FileMaker. Neither you nor FileMaker is a partner, an agent or has any authority to bind the other. You agree not to represent otherwise.

5. Use Of FileMaker Trademarks, Logos, etc. You agree to follow FileMaker's Guidelines For Using FileMaker Trademarks as published on FileMaker's website at http://www.filemaker.com/company/legal/notice/trademark_3rd.html and as may be modified from time to time. You agree not to use the marks "FileMaker," "Bento", the FileMaker Logo, the Bento Logo or any other marks belonging or licensed to FileMaker in any way except as expressly authorized by FileMaker. You agree that all goodwill arising out of your authorized use of FileMaker's marks shall inure to the benefit of and belong to FileMaker.

6. Disclaimer of Liability. UNDER NO CIRCUMSTANCES SHALL FILEMAKER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WHETHER OR NOT FILEMAKER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. FILEMAKER'S ENTIRE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT IS LIMITED TO FIFTY DOLLARS (\$50.00).

7. FileMaker Independent Development. You understand and agree that these Terms and Conditions shall not be construed as prohibiting FileMaker from acquiring, licensing, developing for itself (or having others develop for it), marketing, and/or distributing products or templates that are similar to your templates. In the absence of a separate written agreement to the contrary, FileMaker will be free to use any information you provide to FileMaker for any purpose, subject to your applicable patents and/or copyrights.

8. Governing Law. This Agreement (including all attachments) will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any litigation arising out of this Agreement. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

9. Entire Agreement. This Agreement (including all attachments) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this Agreement or the attachments will be binding upon FileMaker unless made in writing and signed by an authorized representative of FileMaker. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of FileMaker, and no single waiver will constitute a continuing or subsequent waiver. This Agreement will bind your successors but may not be assigned, in whole or part, by you without the written approval of an authorized representative of FileMaker. Any non-conforming assignment shall be null and void. The parties hereto confirm that they have requested that this Agreement and all attachments and related documents be drafted in English. Sections 3, 4, 6, 7, 8 and 9 shall survive any termination or expiration of this Agreement.

By checking this the “ACCEPT” button I confirm that I have read and agree to be bound by the Bento Template Exchange Terms and Conditions. I also confirm that I am 18 years or older.