

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Claris Corporation	01/30/1998
<b>RECEIVING PARTY DATA</b>	
Name:	Apple Computer, Inc.
Street Address:	20525 Mariani Avenue
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	5596691
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(408)255-8002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	APL1G000/P1163USC1
NAME OF SUBMITTER:	Michael J. Ferrazano
<b>Total Attachments: 15</b> source=claris_98_contract#page1.tif source=claris_98_contract#page2.tif source=claris_98_contract#page3.tif source=claris_98_contract#page4.tif source=claris_98_contract#page5.tif	

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## CLARIS-APPLE ASSIGNMENT & LICENSE AGREEMENT

This CLARIS-APPLE ASSIGNMENT & LICENSE AGREEMENT ("Agreement") is made as of January 30, 1998 ("Effective Date") by and between Apple Computer, Inc., a California corporation ("Apple") and FileMaker, Inc. (formerly, Claris Corporation), a Delaware corporation ("FileMaker, Inc."), Claris Ireland Holdings Limited, an Irish corporation, Claris Ireland, an Irish corporation, and their subsidiaries worldwide (FileMaker, Inc., Claris Ireland Holdings Limited and Claris Ireland are collectively referred to in this Agreement as "Claris").

### RECITALS

- A. FileMaker, Inc. (formerly, Claris Corporation) is currently a wholly-owned subsidiary of Apple;
- B. Claris Ireland Holdings Limited is a subsidiary of FileMaker, Inc., and Claris Ireland is a wholly-owned subsidiary of Claris Ireland Holdings Limited. Pursuant to intercompany agreements, Claris Ireland Holdings Limited, Claris Ireland and FileMaker, Inc. jointly own certain technology, FileMaker, Inc. currently has the rights to license and distribute Claris and Apple branded software products in the United States and Latin America, and Claris Ireland currently has the rights to license and distribute Claris and Apple branded software products worldwide, except in the United States and Latin America;
- C. Claris currently owns, develops and distributes FileMaker Pro, Claris Home Page, ClarisWorks, ClarisDraw, Claris Emailer, ClarisImpact and Claris Organizer, and Claris is in the process of terminating the MacWrite II-J software product;
- D. Apple owns and develops the Apple branded software products, and Apple markets and distributes such products with CPUs. Claris currently manufactures, markets, distributes and licenses such Apple branded software products through retail distribution, volume licensing and OEM distribution, pursuant to a memorandum dated November 28, 1995 ("Memorandum");
- E. Claris intends to focus on its FileMaker family of products (including Claris Home Page) and rename the company as FileMaker, Inc.; and
- F. Claris and Apple have each determined that it would be in its respective best interest for Claris to (i) cease distribution of all Apple branded products and certain Claris products, and assign and transfer from Claris to Apple any and all rights and obligations associated with such distribution to Apple; (ii) assign and transfer to Apple all of Claris' intellectual property regarding such transferred Claris products; (iii) assign all agreements related to such assigned intellectual property from Claris to Apple; and (iv) agree on a mechanism for the transfer of certain employees from Claris to Apple;

NOW, THEREFORE, the parties agree as follows:

1. Definitions. The following terms shall have the following meanings:
  - (a) "Authorized Users" shall mean only employees, temporary employees and on-site contractors of Claris or Apple. Authorized Users will also include employees of Claris or Apple customers who use the software only on computers owned by Claris or Apple which are loaned to such customers for demonstration purposes, provided that such software must be removed from any such computer if the computer is sold by Claris or Apple.

(b) "Claris Products" shall mean all the Claris branded Transferred Products, excluding the Apple branded Transferred Products and excluding the FMI Products.

(c) "Final Transition Date" shall mean April 1, 1998, or an alternative date agreed upon by both parties in writing.

(d) "FMI Agreements" shall mean all the agreements identified as such in Exhibit C.

(e) "FMI Products" shall mean all products identified as such in Exhibit B which are not transferred to Apple under this Agreement and which may continue to be developed, licensed and distributed by Claris.

(f) "Initial Transition Date" shall mean February 1, 1998.

(g) "Intellectual Property" shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (i) rights associated with works of authorship throughout the universe, including but not limited to copyrights, and moral rights, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property and proprietary rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force throughout the universe (including without limitation rights in any of the foregoing), in and to the Claris Products. "Intellectual Property" includes but is not limited to all patents, patent applications, copyrights, copyright applications, trademarks and applications therefor set forth on Exhibit A.

(h) "Restricted Agreements" shall mean all the agreements identified as such in Exhibit C.

(i) "Transferred Agreements" shall mean all agreements identified as such in Exhibit C.

(j) "Transferred Products" shall mean all products identified as such in Exhibit B which are transferred to Apple under this Agreement.

## 2. Transfer and Assignment

(a) Transferred Agreements. Claris hereby assigns and transfers to Apple any and all of Claris' rights and obligations under the Transferred Agreements and Apple hereby accepts such assignment and transfer, except for (i) agreements related to distribution of the both the Transferred Products and FMI Products identified on Exhibit C ("FMI Agreements"), and (ii) agreements with transfer restrictions identified on Exhibit C ("Restricted Agreements").

(i) FMI Agreements. As to the FMI Agreements and excluding the Restricted Agreements, Claris hereby assigns and transfers to Apple all portions of such agreements necessary to distribute the Transferred Products and all of Claris' related rights and obligations under such agreements and Apple hereby accepts such assignment and transfer.

(ii) Restricted Agreements. As to the Restricted Agreements which may or may not be assigned or transferred in the manner contemplated by this Agreement without the

consent of a third party, both Claris and Apple shall take such reasonable actions as may be required to effect such assignment and transfer, and the assignment and transfer of such agreement to Apple shall be subject to the appropriate written consent from the other party. Apple is responsible for any payments to third parties (if any) which may be required to obtain such consents regarding the Restricted Agreements.

(iii) Transition Dates. Claris will assign and transfer all of Claris' rights and obligations under the Transferred Agreements and FMI Agreements regarding the Transferred Products, and Apple will accept such assignment and transfer: (i) on the Initial Transition Date with respect to all rights relating to the Apple branded products in the United States; (ii) on the Final Transition Date with respect to all rights relating to the Apple branded products outside the United States; and (iii) on the Final Transition Date with respect to all rights relating to the Claris Products. Claris will assign and transfer all of Claris' rights and obligations under the Restricted Agreements following the prior written consent of the respective third parties to such Restricted Agreements, and Apple will accept such assignment and transfer.

(iv) Claris Products License. Subject to the other terms of this Agreement, during the period commencing on the Initial Transition Date and expiring on the Final Transition Date, Claris grants Apple an exclusive license under its Intellectual Property rights to (i) use, modify, reproduce, distribute (in tangible form and electronically), publicly perform and publicly display the Claris Products in the United States, and (ii) sublicense the foregoing rights through multiple levels of third party sublicensees.

(b) Distribution of Transferred Products. Except for the FMI Products, the parties agree that the Memorandum shall be terminated (i) on the Initial Transition Date with respect to all rights relating to the Apple branded products in the United States; (ii) on the Final Transition Date with respect to all rights relating to the Apple branded products outside the United States; and (iii) on the Final Transition Date with respect to all rights relating to the Claris Products. Claris hereby assigns to Apple all of Claris' rights to distribute any Transferred Products; provided, however, that Claris shall continue to have the right to distribute the FMI Products. Apple acknowledges that Claris may be required to continue distributing certain Transferred Products on Apple's behalf (i) for a limited transition period following the transition dates, for both contractual and customer satisfaction reasons, and (ii) for operational reasons for volume licenses and other agreements which Apple is unable to process prior to the Final Transition Date (collectively, "Post Transition Distribution"). Apple and Claris agree to discontinue such Post Transition Distribution as soon as reasonably possible, and to fully cooperate and notify each other regarding such Post Transition Distribution. Claris represents and warrants that as of the Effective Date it distributes no products other than the Transferred Products, FMI Products and the related third party technologies and products bundled with such Transferred Products and FMI Products.

(c) Assignment of Intellectual Property. Claris hereby assigns and transfers to Apple all of its right, title and interest in and to the Intellectual Property related to the Claris Products and all causes of action associated therewith effective as of the Final Transition Date, and Apple hereby accepts such assignment and transfer. For purposes of clarification, Apple currently owns and Apple will continue to own all right, title and interest in and to the intellectual property related to the Apple branded Transferred Products.

(d) Internal Use License. Effective on the Initial Transition Date, the Corporate License Agreement dated March 6, 1991, as amended ("Internal Use Agreement"), and any similar internal use software site license agreements between Claris and Apple (if any) are terminated. Effective on the Initial Transition Date and only for versions of the respective software that are commercially released during the period in which Claris remains a majority owned subsidiary of either Apple or any of its wholly owned subsidiaries ("License Period"), the following internal use software licenses are granted. Following the License Period each party may continue to use the

software versions that were commercially released during the License Period, but they may not use any new versions of the software that are commercially released after the License Period or add any additional Authorized Users, except pursuant to a valid license agreement entered into between the parties on commercially available terms.

(i) Apple License. Apple grants Claris' Authorized Users a perpetual, worldwide, non-transferable, royalty free license to use the Transferred Products in connection with the operation of the business of Claris (and FileMaker, Inc.), or in case of software installed on a computer loaned to a customer of Claris, then only for demonstration purposes. Apple agrees to continue to make the commercially released versions of the Transferred Products electronically available to Claris as they are released through the internal company servers. Claris acknowledges that Apple is not obligated to provide Claris any physical materials (e.g., CDs, printed documentation) or technical support for the Transferred Products.

(ii) Claris License. Claris grants Apple's Authorized Users a perpetual, worldwide, nontransferable, royalty free license to use the FMI Products in connection with the operation of the business of Apple, or in case of software installed on a computer loaned to a customer of Apple, then only for demonstration purposes. Claris agrees to continue to make the commercially released versions of the FMI Products electronically available to Apple as they are released through the internal company servers. Apple acknowledges that Claris is not obligated to provide Apple any physical materials (e.g., CDs, printed documentation) or technical support for the FMI Products.

(e) Inventory & Method of Transfer. Any Transferred Product inventory transferred by Claris to Apple pursuant to the terms of this Agreement is acquired by Apple for purposes of resale. All software, source code, documentation and Intellectual Property transferred to Apple under this Agreement will be transferred by means of telecommunication.

(f) Trademark License During the Transition.

(i) Trademark. Apple acknowledges that Claris currently distributes products which include "CLARIS" as part of the trademark (e.g., Claris Home Page) and that Claris will use this trademark in connection with the Post Transition Distribution (as defined in §2(b)). Claris intends to discontinue use of such trademark over the next few months and Claris will cease all use of such trademarks no later than September 30, 1998, except for any existing inventory and software versions which may continue to be distributed after September 30, 1998. Since Claris is assigning the trademark rights regarding the "CLARIS" trademarks to Apple, Apple grants Claris a license to continue to use such "CLARIS" trademarks in connection with the business transition from Claris to FileMaker, Inc. [e.g., "FileMaker, Inc. (formerly, Claris Corporation)" and "Home Page Pro (formerly, Claris Home Page)"], in connection with the Post Transition Distribution, and as Claris depletes its existing inventory and materials. Claris agrees that all materials and products using this trademark will be of no less quality than the products currently manufactured and distributed by Claris.

(ii) Claris Domain Names. Claris agrees to assign all rights to the Claris domain names to Apple as of April 30, 1998, subject to the following. Since many people will continue to contact the Claris domain URLs looking for information regarding the FMI Products, Apple agrees to include a reasonable notice provided by Claris on every Claris domain home page and every second level page until September 30, 1998. In the event Apple decides not to use the Claris domain URLs or to discontinue using such URLs, Apple will notify Claris in advance and allow Claris to continue to host its notice at these URLs up through September 30, 1998.

3. Warranties, Representations and Further Assurances. Apple acknowledges that Claris has not completed the due diligence regarding the manufacturing, licensing and/or

distribution of the Transferred Products outside of the United States ("Remaining Due Diligence"). Consequently, any warranties and representations in this Agreement exclude any Remaining Due Diligence issues as of the Effective Date, notwithstanding any statements to the contrary in this Agreement. Claris agrees to use its reasonable commercial efforts to complete the Remaining Due Diligence by February 28, 1998. Claris and Apple will acknowledge in writing the additional agreements and exceptions resulting from the Remaining Due Diligence that are incorporated as part of Exhibit B and/or Exhibit C. Following such written acknowledgement by Claris and Apple, the warranties and representations in this Section 3 will extend to the Remaining Due Diligence matters. In this Section 3 the term "material" means issues or disputes involving \$100,000 or more.

(a) Warranties Regarding Intellectual Property. Except as set forth on Exhibit B and/or Exhibit C, Claris warrants to Apple that (i) Claris has all rights necessary to make the assignments herein; (ii) Claris has not granted any licenses or other rights to the Intellectual Property to any third party; (iii) the Intellectual Property is free of any liens, encumbrances, security interests and restrictions on transfer; (iv) to the best of knowledge of Claris the Intellectual Property does not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party, and (v) there are no legal actions, investigations, claims or proceedings pending or threatened relating to the Intellectual Property. Claris represents that it will not enter into or impose any liens, encumbrances, security interests and/or restrictions on transfer regarding the Transferred Products between the Effective Date and the Final Transition Date.

(b) Warranties Regarding Transferred Agreements and FMI Agreements. Except as set forth on Exhibit B and/or Exhibit C, Claris warrants to Apple that (i) Claris has disclosed to Apple all material information which is relevant to Apple's decision to enter this Agreement; (ii) Claris has supplied Apple true and correct copies of all of the Transferred Agreements, FMI Agreements, and Restricted Agreements; (iii) Claris is not in material default under any of the Transferred Agreements, FMI Agreements, or Restricted Agreements; (iv) as of the Effective Date no major customer of Claris has canceled or threatened cancellation of any Transferred Agreements, FMI Agreements, or Restricted Agreements in writing (although Apple acknowledges that some customers (e.g., Windows OEM vendors), may want to terminate their agreements following the transfer to Apple); (v) to the best of knowledge of Claris no other party to any of the Transferred Agreements, FMI Agreements or Restricted Agreements is in material default thereunder; (vi) there is no pending or threatened litigation concerning the Transferred Agreements, FMI Agreements, or Restricted Agreements; and (vii) the Transferred Agreements, FMI Agreements, and Restricted Agreements constitute all agreements related to the distribution or other exploitation of the Transferred Products by Claris.

(c) Further Assurances. Prior to and after the Effective Date of this Agreement, Claris will, without charge and promptly upon request by Apple as may be reasonably requested by Apple in order to effect and perfect the assignments and transfers of the Transferred Agreements, FMI Agreements, Restricted Agreements and the Intellectual Property or to enable Apple to obtain the full benefits of this Agreement and the transactions contemplated hereby, (i) deliver to Apple any and all records, data or other documents relating to the Intellectual Property, Transferred Agreements, FMI Agreements, and Restricted Agreements that are in Claris' possession, (ii) execute and deliver assignments, licenses, consents, documents or further instruments of transfer and cause its employees to do so as reasonably required to implement the terms in this Agreement, and (iii) take other reasonable actions, render other reasonable assistance and execute other documents as reasonably required to implement the terms in this Agreement. Claris will assist Apple to effect the assignment or transfer of the Transferred Agreements and the partial assignment or transfer of the FMI Agreements and Restricted Agreements from Claris to Apple and the transition of any related outstanding accounts and matters related to the Transferred Agreements, FMI Agreements, and Restricted Agreements. Claris will also reasonably assist Apple in filing and prosecuting United States and foreign patent applications concerning the

Intellectual Property and reasonably assist Apple in having Claris employees provide such assistance to Apple. Claris will also assist Apple in Transferred Product distribution and invoicing to the extent requested by Apple up through the Final Transition Date, subject to Claris' limited resources and only to the extent reasonably practicable for Claris.

(d) Apple Warranties and Assurances. Apple warrants to Claris that: (i) Apple will take other reasonable actions, render other reasonable assistance and execute other documents as reasonably required to implement the terms in this Agreement, (ii) Apple is fully responsible for complying with all terms, conditions, obligations regarding the Transferred Products in all the Transferred Agreements, FMI Agreements, and Restricted Agreements. Claris will continue to be responsible for the FMI Products covered in the FMI Agreements and Restricted Agreements.

(e) Schedule of Exceptions. Claris acknowledges that it is responsible for the matters listed in Section C ("Schedule of Exceptions") of Exhibit B (e.g., collection issues), except as expressly stated otherwise in such list.

4. Employee Transfer. Claris acknowledges that Apple is under no obligation to employ any of Claris' employees, including any of such employees who may have been involved with the assigned Intellectual Property or Transferred Agreements. Apple has identified prior to the Effective Date certain Claris employees in the U.S. and other countries which were offered employment at Apple, and the parties are still finalizing whether any additional employees outside the U.S. will be transferred to Apple. Claris agrees to reasonably cooperate regarding Apple's hiring of such employees.

5. FMI Product Parity. For a period of five (5) years following the date in which Claris ceases to remain a majority owned subsidiary of either Apple or any of its wholly owned subsidiaries, Claris shall use its best commercial efforts to maintain the Mac OS version of its FMI Products at parity or better in terms of functionality with the Windows versions of such products, subject to the following ("Parity"). Claris is not required to maintain such Parity: (a) when it is not technically feasible (for example, it is currently not technically feasible for Claris to implement OLE automation, OLE DB support, ActiveX support and other features in the Mac OS version of the FMI Products); (b) if Apple discontinues development of the Mac OS; or (c) Apple fails to provide pre-release versions of the Mac OS, developer tools and assistance to Claris on parity with Apple's most favored developers (e.g., Adobe, Macromedia, Microsoft, etc.).

6. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, without reference to conflict of laws principles.

(b) Jurisdiction. For any dispute arising out of this Agreement, the parties consent to personal and exclusive jurisdiction of and venue in the state and federal courts within Santa Clara County, California.

(c) Entire Agreement; Enforcement of Rights. This Agreement sets forth the complete, final and exclusive agreement and understanding of the parties relating to the subject matter herein and merge all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged. The failure by either party to enforce any rights hereunder shall not be construed as a waiver of any rights of such party.

(d) Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.



(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Apple Computer, Inc.**

By: 

Name: SINA TAMADDON

Title: V.P.

**FileMaker, Inc.**  
(formerly, Claris Corporation)

By: 

Name: DOMINIQUE GOUDIL

Title: PRESIDENT

**Claris Ireland Holdings Limited**

By: 

Name: RICHARD JAMES

Title: DIRECTOR

**Claris Ireland**

By: 

Name: STEPHEN McANATAL

Title: Director

**Exhibit A**  
**Intellectual Property**

1) **Patents**

**Claris Organizer**

US Patent 5,621,876 --  
"Method and Apparatus for Modifying a Display Matrix in a Computer Window"

US Patent Application 08/921,849, filed 09/02/97 --  
"Method and Apparatus for Arranging Windows in a Computer Workspace"

US Patent Application 08/613,115, filed 03/8/96 --  
"Expanding Sections in Dense Entry Screens"

US Patent Application 08/780,052, filed 12/23/96 --  
"Method & Apparatus for Generating and Linking Documents to Contacts in an Organizer"

**ClarisDraw**

US Patent 5,299,307 --  
"Controls for Drawing Images on Computer Displays"

US Patent 5,664,128 --  
"Mechanism for Storage of Objects in a Digital Computer"

**ClarisImpact**

US Patent 5,555,357 --  
"Computer System and Method for Generating and Manipulating Charts and Diagrams"

US Patent 5,596,691 --  
"An Improved Computer System and Method for Manipulating the Display of Drawings"

US Patent Application 08/491,234, filed 06/16/95 --  
Apparatus and Method for Creating Diagrams

**ClarisWorks**

US Patent 5,467,448 --  
"Text Formatting by the Direct Selection of Borders in an Editing Display"

US Patent Application 08/673,965, filed 07/01/96 --  
"Computer System Integrating Different Data Types into a Single Environment"

US Patent Application 08/813,834, filed 03/06/97 --  
"Methods for Applying Rubi Annotation Characters Over Base Text Characters"

2) Copyrights (\* denotes registrations in progress)

Claris Mailer

- \* Claris Mailer 2.0
- Claris Mailer 1.1

Claris Organizer

- \* Claris Organizer User's Guide for Macintosh, Version 2.0
- Claris Organizer for Macintosh, Version 2.0
- Claris Organizer for Macintosh, Version 1.0
- Claris Organizer User's Guide

ClarisDraw

- ClarisDraw User's Guide (Windows, Version 1.0)
- ClarisDraw for Windows, Version 1.0
- ClarisDraw User's Guide (Macintosh, Version 1.0)
- ClarisDraw for Macintosh, Version 1.0
- MacDraw Pro, Version 1.0, User's Guide and Getting Started Manuals
- MacDraw II User's Guide
- MacDraw 1.7

ClarisImpact

- ClarisImpact User's Guide for Windows, Version 2.0
- ClarisImpact User's Guide for Macintosh, Version 2.0
- ClarisImpact 2.0 (Windows)
- ClarisImpact 2.0 (Macintosh)
- ClarisImpact Getting Started, User's Guide and Quick Reference for Macintosh  
Version 1.0
- ClarisImpact 1.0 (Macintosh)

ClarisWorks

- \* ClarisWorks User's Guide for Windows 95/NT 4.0
- \* ClarisWorks 5.0 User's Guide for Mac OS
- \* ClarisWorks for Windows, Version 5.0
- \* ClarisWorks for Macintosh, Version 5.0
- \* ClarisWorks for Kids 1.0 for Macintosh
- ClarisWorks User's Guide (Windows, Version 4.0)
- \* ClarisWorks User's Guide (Macintosh, Version 4.0)
- ClarisWorks for Windows, Version 4.0
- ClarisWorks for Macintosh, Version 4.0
- ClarisWorks for Windows, Version 3.0
- ClarisWorks for Macintosh, Version 3.0
- ClarisWorks User's Guide (Windows, Version 3.0)
- ClarisWorks User's Guide (Macintosh, Version 3.0)
- ClarisWorks for Macintosh, Version 2.0, Handbook & Getting Started
- ClarisWorks for Windows, Version 1.0, Handbook & Getting Started
- ClarisWorks for Macintosh, Version 1.0, Handbook & Getting Started
- ClarisWorks for Macintosh, Version 2.0
- ClarisWorks for Windows, Version 1.0
- ClarisWorks for Macintosh, Version 1.0

3) Trademarks

All registered, pending and common law trademarks in the U.S. and other countries:

CLARIS  
CLARIS EMAILER  
CLARIS EM@ILER  
CLARIS ORGANIZER  
CLARISDRAW  
CLARISIMPACT  
CLARISWORKS  
CLARISWORKS FOR KIDS

associated design marks used in product and marketing materials

## Exhibit B

### Products

#### A) Transferred Products

All Apple branded products distributed by Claris

Claris Emailer (Macintosh)  
Claris Organizer (Macintosh)  
ClarisDraw (Macintosh & Windows)  
ClarisImpact (Macintosh & Windows)  
ClarisWorks (Macintosh & Windows)  
ClarisWorks for Kids (Macintosh & Windows\*)

\* currently under development; not commercially released as of the Effective Date

#### B) FMI Products

FileMaker Pro family of products (application, server, SDK for Mac & Windows)  
Claris Home Page (Macintosh & Windows)  
MacWrite II-J (which is in the process of being terminated by Claris)

#### C) Schedule of Exceptions (§3)

- Agreements -- Since this agreement is signed prior to the Final Transition Date and since Claris is continuing to process orders for the products up through the Final Transition Date, Apple acknowledges that Claris will be processing additional licenses or agreements which are not currently listed in the Exhibits. Claris will provide an update to Apple listing such additional agreements as soon as practical after the Final Transition Date.
- Channel Returns -- The distributors and channel have inventory of Transferred Products which may be returned to Apple as a result of the restructuring and following the restructuring. Claris has transferred certain accounting reserves to Apple to cover such returns. If such returns exceed the amount of the reserves, then Apple may charge Claris for such excess; however if such returns are less than the amount of reserves, then Apple will return such excess reserves to Claris. (These reserves also apply to the 90 Day Money Back Guarantee -- see below.)
- CKS -- Claris is working with CKS in Germany to resolve a payment dispute issue. Approximately \$1 million is currently outstanding; however, the parties have agreed upon a payment plan for approximately \$700,000 prior to the end of March 1998, and the return of products to Claris worth approximately \$300,000.
- ClarisDraw/ClarisImpact -- Claris has received complaints from various customers alleging that these products do not function properly in certain situations (e.g., when converting MacDraw files to ClarisDraw files). Apple acknowledges that Claris is not responsible for warranty, support or related issues for any ClarisDraw or ClarisImpact software distributed by Apple following the Initial Transition Date.

(For example, Joshua Sarid has alleged that he was harmed because the ClarisDraw program did not work as represented by Claris. Claris offered to refund his money, but he did not accept this offer and has made threats against Claris. Claris has informed him that this matter is closed and Claris has not heard from him since his last correspondence on November 9, 1997.)

- Computer Plus (d/b/a Education Access) -- the administrative agent which currently manages some MESL agreements and which owes Claris approximately \$415,000 has recently filed for bankruptcy. Claris has terminated their agreement and Claris is working on the collection issues. This termination may also result in the termination of certain MESL agreements managed by this company.
- Employee Terminations -- Claris has terminated approximately 300 people as a result of the restructuring. Claris is currently resolving a few disputes with employees which were terminated as a result of the restructuring.
- Format Agreements -- Claris has provided format agreements to Apple in lieu of signed agreements when the signed agreements do not contain any material changes from the formats. Claris' IS and Operations departments are providing the detailed electronic data regarding current format agreements to Apple. At Apple's option, Apple may arrange to copy such files and agreements.
- Format Agreements -- In some instances, Claris' format agreements may have minor changes over time. Claris has provided format agreements to Apple, but Claris may not have provided every prior version of the format agreement that has historically been signed by Claris.
- Harvey Norman -- Harvey Norman has notified Claris that it is terminating its OEM agreement with Claris in Australia as a result of the restructuring of Claris and the transfer of products to Apple.
- Ingram & Merisel in Canada -- These distributors have been withholding orders and payments as a result of the restructuring and transfer of products to Apple. Claris is meeting with these distributors to resolve these issues.
- Mac OS 8 Disk -- A customer complained the Mac OS 8 disk provided by Claris ruined their storage drive. Claris understands that Claris' and Apple's customer assistance groups have resolved this matter. (A few similar situations involved ClarisWorks disks in 1996 and 1995, and we understand that these issues have all been resolved.)
- MicroAge -- Claris has heard that MicroAge may not agree to continue distributing the Transferred Products following this restructuring.
- Micromatch -- Micromatch has been Claris' fulfillment vendor in Australia, and they are past due on payments owed to Claris of approximately \$300,000 which have accumulated since October 1997.
- 90 Day Money Back Guarantee -- Claris has offered a "90 Day Money Back Guarantee" on its retail products distributed in the U.S. and Canada, and the retail products and marketing materials currently describe such offer. Apple will be responsible for continuing to accept and process such returns for Transferred Products which continue to be distributed with such offer.

- Piracy -- Claris works with the SPA (Software Publishers Association) and BSA (Business Software Alliance) to handle certain piracy issues regarding the Claris branded products, and Claris has signed power-of-attorney forms with these organizations and their respective outside legal counsel. As of the Effective Date, Claris will only continue to authorize disputes regarding the FMI Products, and Claris will refer disputes regarding the Transferred Products to Apple.
- Point Group -- Claris entered into a written agreement dated June 25, 1997 regarding the distribution of ClarisWorks for Windows. Claris intends to terminate the Point Group agreement and other business dealings since Claris has ceased its ClarisWorks business.
- Restricted Agreements -- See Exhibit C, section C for a list of Restricted Agreements
- Transactional Licenses -- For the transactional licenses entered into by Claris (e.g., VLA, ESL, CSP, ESP), Claris has provided the formats to Apple because there are no actual agreements kept in files. Claris' IS and Operations departments are providing the detailed electronic data regarding these agreements to Apple.
- US Tax Dispute -- The Apple Tax department has been working with Wilson Sonsini Goodrich and Rosati regarding a Claris tax dispute regarding the treatment of repurchased stock in 1990. This dispute is currently scheduled for trial with the I.R.S. in April 1998. Apple is responsible for managing this dispute and for future expenses incurred, and Claris will continue to support Apple with information and related assistance.

**Exhibit C**  
**Agreements**

A) **Transferred Agreements**

**[See Attached List -- Exhibit C(A)]**

B) **FMI Agreements**

**[See Attached List -- Exhibit C(B)]**

C) **Restricted Agreements**

- 1) Altura Software, Inc.
  - a) Windows Emulation Technology
  - b) QuickHelp - Electronic Help Technology
- 2) Inso Corporation / Inso Dallas Corporation
- 3) Other Licensed Technology
  - a) Access Softek
  - b) Aladdin Systems, Inc.
  - c) Halcyon Software, Inc.
  - d) Monotype Typography Inc.
- 4) Microsoft Corporation
  - a) NDA -- Claris represents that the following former Claris employees which have been hired by Apple, have signed the document attached as Exhibit D: Jennifer Brabson, Cole Brecheen, Richard Cave, Rodney Furmanski, Devon Hubbard, Nathaniel McCully, Christine Panero, Rufina Roytman, Christopher Rudolph, Terrence Rudy, and Steven Woolgar
  - b) Windows 95/NT Logo
- 5) Vancouver, Washington Lease
- 6) Apple acknowledges that Claris' legal department has provided Apple several memos dated from January 7, 1998 up through the Effective Date, and Claris may provide additional memos up through the Final Transition Date. These memos summarize important information which Claris is obligated to disclose to Apple pursuant to Section 3 of this Agreement.



**Exhibit D**

**Employee Statement re: Compliance with Microsoft NDA Obligations**

January 27, 1998

Claris Corporation has informed me that a Non-Disclosure Agreement between Claris Corporation and Microsoft Corporation dated March 26, 1997 prevents Claris from disclosing any Microsoft Confidential Information to any employees or contractors of Apple Computer, Inc.

Microsoft Confidential Information includes but is not limited to Microsoft beta software (e.g., Memphis, Windows NT 5.0), materials from Microsoft developer conferences (e.g., Windows CE conference), and other confidential information disclosed by Microsoft to me or Claris Corporation.

I have also been informed that this agreement does not limit me from using any "residuals", which means information in non-tangible form, which includes ideas, concepts, know-how or techniques contained in such information. (However, the foregoing shall not be deemed to grant Claris or Apple a license under Microsoft's copyrights or patents.)

I acknowledge and agree that I will not disclose any Microsoft Confidential Information to any employees or contractors of Apple Computer, Inc. Furthermore, I acknowledge that if I become an employee or contractor of Apple Computer, Inc., I will not use or disclose to Apple any Microsoft Confidential Information that I have received during my employment at Claris.

If I have any questions I will contact the Claris Legal department to resolve such issues.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name